

EXHIBIT 1

IDAHO CLASS SETTLEMENT AGREEMENT

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IDAHO CLASS SETTLEMENT AGREEMENT

The Settling Defendants, consisting of Sprint Communications Company L.P. (“**Sprint**”) and Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc. (collectively “**Level 3**”) and their respective predecessors, successors, assigns, parents, affiliates and subsidiaries, by and through their undersigned counsel, and the Named Plaintiffs, to the extent of their individual and representative interests, by and through the undersigned Plaintiffs’ Counsel, hereby enter into this Settlement Agreement (“**Agreement**”), as of January 18, 2011, providing for settlement of the claims described below, pursuant to the terms and conditions set forth below, subject to the approval of the Court.

WHEREAS, Plaintiffs’ Counsel have filed a Second Amended Class Action Complaint (the “**Class Complaint**”) under the caption *Koyle v. Level 3 Communications, Inc.* in the United States District Court for the District of Idaho, arising out of the Settling Defendants’ installation, occupation, maintenance, and use of fiber-optic cable and related telecommunications equipment within railroad rights of way located in Idaho;

WHEREAS, the Class Complaint seeks certification of a class of owners of land in Idaho adjoining or underlying the rights of way in which the Settling Defendants installed fiber-optic cable;

WHEREAS, the Settling Defendants acknowledged that they have installed Telecommunications Cable Systems in Idaho rights of way, have asserted a right to maintain the same, and have denied and continue to deny the claims made in *Koyle*, and have denied and continue to deny any wrongdoing or liability of any kind in relation to such claims;

WHEREAS, the Settling Defendants and Plaintiffs’ Counsel have reached agreement on the terms and conditions of settlement of the claims asserted in *Koyle*;

WHEREAS, Plaintiffs’ Counsel have conducted a thorough examination and investigation of the facts and law relating to the matters set forth in the Class Complaint;

WHEREAS, the Class Representatives and the Settlement Class, by and through Plaintiffs’ Counsel, and the Settling Defendants, by and through their counsel, have agreed that the claims of Idaho landowners can be resolved through settlement;

WHEREAS, after analyzing the facts and law applicable to the claims at issue, and taking into account the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving claims of the Settlement Class under this Agreement, Plaintiffs’ Counsel have concluded that this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;

WHEREAS, the Settling Defendants have similarly concluded that this Agreement is desirable in order to reduce the time, risk, and expense of multiple-claim litigation, and to resolve finally and completely the Settlement Claims of the Settlement Class; and

WHEREAS, the Parties agree that all Persons who would otherwise qualify as members of the Settlement Class shall have the right to exclude themselves (“opt out”) from the

Settlement Class under Rules 23(b)(3) and 23(c)(2) of the Federal Rules of Civil Procedure (“Fed. R. Civ. P.”) as provided in this Agreement;

NOW, THEREFORE, the undersigned Parties stipulate and agree that all Settlement Claims of the Settlement Class against the Settling Defendants and the Released Parties shall be finally settled and resolved on the terms and conditions set forth below, subject to the Court’s approval of this Agreement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e).

I. Definitions

In addition to the defined terms set forth in the foregoing introduction and recitals, the following terms shall have the meanings set forth below for the purposes of this Agreement and its Exhibits. Where the context so indicates or requires, defined terms stated in the singular shall be deemed to include the plural and vice versa.

“**Action**” means the civil action initiated by the Class Complaint.

“**Administrative Account**” means the account from which costs of administration of the Agreement shall be paid, as more fully described in Section III.B below.

“**Agreement**” means this Settlement Agreement.

“**Benefits**” includes Idaho Non-Land-Grant Benefits, Pre-1875 Land-Grant Non-Section Benefits, Pre-1875 Land-Grant Section Benefits, and 1875 Land-Grant Benefits.

“**Cable Side**” means, for any Segment, the side of the Center Line of the Segment on which any component of a Settling Defendant’s Telecommunications Cable System has been installed. In any Segment in which a Settling Defendant has installed one or more components of its Telecommunications Cable Systems on opposite sides of the Center Line, each side shall be a Cable Side.

“**Cash Entry Certificate**” means a certified copy of the cash entry certificate that was filed with the General Land Office and which reflects a legal description of the property covered by the certificate and shows that such property includes the Qualified Claimant’s Qualified Parcel.

“**Center Line**” means the center line of the Right of Way in any Segment or Corridor.

“**Claim**” means a claim by a Class Member for any Benefits under this Agreement.

“**Claim Deadline**” means the date that is one-hundred twenty (120) days after the date of mailing of the Notice of Final Approval Package.

“**Claim Forms**” means the form attached as Exhibit G(1)-(6) hereto.

“**Claimant**” means a Class Member who submits a Claim Form or otherwise purports to make a Claim.

“**Claims Administrator**” means Rust Consulting, Inc. of Minneapolis, Minnesota.

“**Claims Administrator Telecommunications Cable System Easement Deed**” means any Telecommunications Cable System Easement Deed to be executed and delivered by the Claims Administrator pursuant to the authority of Fed. R. Civ. P. 70, as directed by the Court in the Order and Judgment, and which shall be in the form of Exhibit I.

“**Class Complaint**” means the Second Amended Class Action Complaint in *Koyle*, in the United States District Court for the District of Idaho.

“**Class Member**” means any Person who is a member of the Settlement Class.

“**Class Representatives**” means Dennis Koyle, Charles K. Turner, and the Caravelle Corporation, Inc.

“**Compensation Period**” for a parcel of Covered Property is the period from the Construction Date for that parcel to the date that is sixty (60) days after the Effective Date.

“**Construction Date**” for a parcel of Covered Property is the date of installation, as set forth in Exhibit A hereto, of the Telecommunications Cable Systems in the Right of Way that adjoins, underlies, or includes the Covered Property.

“**Court**” means the United States District Court for the District of Idaho.

“**Court Notice**” means notice of this Agreement, in accordance with Fed. R. Civ. P. 23, to Class Members which, subject to approval of the Court, shall be in the form of Exhibit C hereto.

“**Covered Property**” means, for any Segment, the Cable Side of the Segment and a parcel of real property owned by one or more Class Members that adjoins, underlies, or includes all or any portion of the Cable Side of the Segment. A parcel of Covered Property may adjoin, underlie, or include the Cable Side of more than one Segment or may be entirely within the Cable Side of one or more Segments. A parcel of property does not adjoin a Segment if it is separated from the Segment by a navigable river, railroad, or numbered state or federal highway, or if a separate piece of property lies between the Segment and the property in question. For purposes of this Agreement, a parcel of property shall be deemed to adjoin a Segment if it is separated from the Segment by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway.

“**Current Landowner**” means a Class Member who owns a fee interest in Covered Property as of the date that is sixty (60) days after the Effective Date.

“**Database of Identification Information**” means, except as limited in Section III.B.4, any information, maps, schedules, documents, or records that are (1) generated in the process of identifying Persons who own Covered Property or to whom Court Notice shall be given and (2) included in the database created by Data Mapping Solutions, L.L.C. (“Data Mapping Solutions”).

“**Designate**” means for a Settling Defendant to list a Settlement Corridor for inclusion under this Agreement by listing it in Exhibit A.

“**Easement Deed by Court Order in Settlement of Landowner Action**” means the judicial easement to be issued by the Court simultaneously with entry of the Order and Judgment, in the form of Exhibit K hereto.

“**Effective Date**” means the last of: (1) the date on which the Order and Judgment becomes Final; (2) the date on which an order awarding attorneys’ fees to Settlement Class Counsel with respect to this Agreement becomes Final; and (3) the date on which all periods during which any Party to this Agreement may exercise a right of withdrawal have expired.

“**Fairness Hearing**” means the hearing to be conducted by the Court to determine the fairness, reasonableness, and adequacy of this Agreement pursuant to Fed. R. Civ. P. 23(e).

“**Final**” means, with respect to an order or judgment, that no timely appeals have been taken or that all appeals or other rights of review have been exhausted and that the order or judgment has not been vacated, reversed, or modified as a result.

“**Homestead Application**” means a certified copy of a homestead application that was filed with the General Land Office and which contains a legal description of the property covered by the application, and shows that such property includes the Qualified Claimant’s Qualifying Parcel.

“**Idaho 1875 Land-Grant Benefits**” means, for each Idaho 1875 Land-Grant Segment, \$1.25 per linear foot.

“**Idaho 1875 Land-Grant Segment**” means a Segment in an Idaho 1875 Land-Grant Settlement Corridor.

“**Idaho 1875 Land-Grant Settlement Corridor**” means any corridor including Right of Way, which corridor a Settling Defendant has Designated as an 1875 Land-Grant Settlement Corridor in Exhibit A hereto.

“**Idaho Land-Grant Segment**” includes Idaho 1875 Land-Grant Segment, Idaho Section Segment, and Idaho Non-Section Segment.

“**Idaho Land-Grant Settlement Corridor**” includes Idaho 1875 Land-Grant Settlement Corridor and Idaho Pre-1875 Land-Grant Settlement Corridor.

“**Idaho Non-Land-Grant Benefits**” means, for each Idaho Non-Land-Grant Segment, \$2.28 per linear foot.

“**Idaho Non-Land-Grant Settlement Corridor**” means any corridor including Right of Way, which corridor a Settling Defendant has Designated in Exhibit A hereto and which is not an Idaho 1875 Land-Grant Settlement Corridor or an Idaho Pre-1875 Land-Grant Settlement Corridor.

“Idaho Non-Land-Grant Segment” means a Segment in an Idaho Non-Land-Grant Settlement Corridor.

“Idaho Non-Section Segment” means a Segment in an Idaho Pre-1875 Land-Grant Corridor that is located in a section that was not granted to the railroad under the same land-grant statute as the grant of the Right of Way. Exhibit A shall designate for each land-grant statute whether Idaho Non-Section Segments are even-numbered, odd-numbered, or all sections.

“Idaho Pre-1875 Land-Grant Non-Section Benefits” means, for each Idaho Pre-1875 Land-Grant Segment, \$0.26 per linear foot.

“Idaho Pre-1875 Land-Grant Section Benefits” means, for each Idaho Pre-1875 Land-Grant Segment, \$0.13 per linear foot.

“Idaho Pre-1875 Land-Grant Settlement Corridor” means any corridor including Right of Way, which corridor a Settling Defendant has Designated as Idaho Pre-1875 Land-Grant Settlement Corridor in Exhibit A hereto.

“Idaho Section Segment” means a Segment in an Idaho Pre-1875 Land-Grant Corridor that is located in a section that was granted to the railroad with the Right of Way by the pertinent land-grant statute.

“Land-Grant Benefits” includes 1875 Land-Grant Benefits, Pre-1875 Land-Grant Non-Section Benefits, and Pre-1875 Land-Grant Section Benefits.

“Maximum Attorneys Fee Award” means \$426,000.

“Map of Definite Location” means a certified copy of a map, plat, statement, certificate, report, or profile, which the pertinent railroad company filed pursuant to the pertinent land-grant act with the applicable governmental agency to locate the route of the railroad.

“Named Plaintiffs” means Plaintiffs in the Action.

“Non-Cable Side” means the portion of a Segment that is not the Cable Side.

“Notice of Final Approval Package” means a notice to be sent to Class Members, in the form of Exhibit F, that the Order and Judgment has become Final, and any Claim Forms that the Claims Administrator determines are applicable to a Class Member.

“Objection Deadline” means a date forty-five (45) days from the date the Court Notice is first mailed, or such other date before the Fairness Hearing as may be agreed by the Parties subject to the approval of the Court.

“Opt-Out Deadline” means a date forty-five (45) days from the date the Court Notice is first mailed, or such other date before the Fairness Hearing as may be agreed by the Parties subject to the approval of the Court.

“Order and Judgment” means an order or orders to be entered by the Court, substantially in the form of Exhibit E hereto or in a form that, collectively, is substantively the same as Exhibit E, finally approving this Agreement as fair, reasonable, and adequate under Fed. R. Civ. P. 23(e), finally certifying the Settlement Class under Fed. R. Civ. P. 23(b)(3) and 23(e), and making such other findings and determinations as are necessary and appropriate to effectuate the terms of this Agreement.

“Parties” means the Class Representatives and the Settling Defendants.

“Persons” means natural or legal persons, entities, and organizations of any kind.

“Plaintiffs’ Counsel” means Nels Ackerson and Kathleen C. Kauffman, Ackerson Kauffman Fex P.C.; Henry J. Price, Price, Waicukauski & Riley, LLC; Dan Millea, Zelle Hofmann, Voelbel & Mason, LLP; Andrew W. Cohen, Koonz, McKenney, Johnson, DePaolis & Lightfoot, LLP; Brad P. Miller, Hawley Troxell Ennis & Hawley LLP; and Irwin B. Levin and Scott D. Gilchrist, Cohen & Malad, LLP.

“Plaintiffs’ Counsel in Other Pending Cases” means Nels Ackerson and Kathleen C. Kauffman, Ackerson Kauffman Fex P.C.; Henry J. Price, Price, Waicukauski & Riley, LLC; Dan Millea, Zelle Hofmann, Voelbel & Mason, LLP; Andrew W. Cohen, Koonz, McKenney, Johnson, DePaolis & Lightfoot, LLP; Irwin B. Levin and Scott D. Gilchrist, Cohen & Malad, LLP; Jack Baldwin, Baldwin & Baldwin, LLP; Arthur T. Susman and William T. Gotfryd, Susman, Hefner & Hurst, LLP, Seth A. Litman, Thompson Hine LLP; Mike Miller, Solberg, Stewart, Miller & Tjon; Scott A. Powell, Hare, Wynn, Newell & Newton, L.L.P., and their respective co-counsel in any action asserting fiber-optic-cable right-of-way claims against a Settling Defendant, provided that, any lawyer or law firm appointed by the Court as Settlement Class Counsel shall not be Plaintiffs’ Counsel in Other Pending Cases.

“Preemption Declaratory Statement” means a certified copy of a preemption declaratory statement, preemption proof, homestead, preemption, and commutation proof or similar affidavit required by the General Land Office to be filed by preemption claimants, which reflects the legal description of the property covered by the Statement, and shows that such property includes the Qualified Claimant’s Qualifying Parcel.

“Preliminary Approval” means the entry by the Court of the Preliminary Approval Order.

“Preliminary Approval Order” means an order or orders, substantially in the form of Exhibit B hereto or in a form that, collectively, is substantively the same as Exhibit B, by which the Court provisionally certifies the Settlement Class, grants preliminary approval of this Agreement pursuant to Fed. R. Civ. P. 23(b)(3), 23(c)(1), and 23(e), and orders that notice be given to Class Members.

“Qualified Claim” means a Claim for Benefits for a Qualifying Parcel, which the Claims Administrator has determined to be eligible for payment upon submission of a properly executed Release of Claims or a properly executed Release of Claims and Telecommunications Cable System Easement Deed, in accordance with Section X below.

“Qualified Claimant” means a Claimant who has submitted a Qualified Claim for a Qualifying Parcel.

“Qualifying Parcel” means a parcel of Covered Property that adjoins, underlies, or includes all or any portion of the Cable Side of a Segment, and with respect to which one or more Claimants has submitted a Qualified Claim.

“Release of Claims” means a release in the applicable form of Exhibits J or J(1) hereto.

“Released Parties” means (1) the Settling Defendants; (2) any Right-of-Way Providers; (3) any Person to which a Settling Defendant has heretofore sold, granted, leased, or otherwise transferred all or any part of (or any right to use) any portion of a Telecommunications Cable System; (4) any Person to which a Settling Defendant hereafter sells, grants, leases, or otherwise transfers all or any part of (or any right to use) any portion of a Telecommunications Cable System; (5) any Person that has heretofore sold, granted, leased, or transferred to a Settling Defendant all or any part of (or any right to use) any portion of a Telecommunications Cable System; and (6) the predecessors, successors, and past and present predecessors in interest, predecessors in title, successors in interest, successors in title, members, partners, lessees, assigns, parents, subsidiaries, and affiliates, officers, directors, agents, attorneys, insurers, and employees of any Released Party included in clauses (1) through (6) of this paragraph.

“Right of Way” means all real property in any Settlement Corridor that is or was used as a railroad right of way, in which any portion of a Telecommunications Cable System is located and which a Settling Defendant has Designated for inclusion in this Agreement. The term “Right of Way” is used in this definition in a generic sense and is not an attempt to define the actual legal ownership interest in real property of the Right-of-Way Provider, whether as an easement, in fee, or otherwise.

“Right-of-Way Provider” means, as to any Segment of any Settlement Corridor, any railroad, and its predecessors, successors, predecessors in interest, predecessors in title, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, and assigns, past or present, from which a Settling Defendant acquired, purported to acquire, or through which it claims rights to install, occupy, maintain, or use a Telecommunications Cable System in that Segment, including without limitation the railroads and other entities set forth in Exhibit L hereto.

“Segment” means a portion of a Settlement Corridor described by metes and bounds as follows: beginning at a specified point on the Center Line, thence right along a line perpendicular to the Center Line to the lateral boundary of the Corridor, thence right along the lateral boundary of the Corridor to a second point, thence right along a line perpendicular to the Center Line to the opposite lateral boundary of the Corridor, thence right along the lateral boundary of the Corridor to the intersection of that lateral boundary with a line perpendicular to the Center Line and passing through the point of origin; thence along that line to the point of origin. Segment boundary lines that are perpendicular to the Center Line shall be chosen so that (1) the per-linear-foot amount of Benefits calculated under this Agreement shall be identical for each linear foot of Right of Way included in any Segment and (2) a boundary line shall pass through (a) any point at which a component of a Telecommunications Cable System intersects (i)

the Center Line or (ii) a lateral boundary of the Right of Way and (b) any point at which the boundary line of a Class Member's Covered Property intersects or meets the lateral boundary of the Right of Way, *provided*, that if a Segment includes two Cable Sides, the amount of Benefits calculated under this Agreement shall be identical for each linear foot of Right of Way included in such Segment on the same Cable Side, but may be different for opposite Cable Sides in the same Segment.

"Settlement Account" means the account from which Benefits shall be paid to Qualified Claimants, all as more fully described in Section III.A.1 below.

"Settlement Claims" means all claims arising out of or relating to any Settling Defendant's ownership, installation, occupation, maintenance, or use of a Telecommunications Cable System or any component of a Telecommunications Cable System, that has been installed on or in an Idaho Non-Land-Grant Settlement Corridor, Idaho 1875 Land-Grant Settlement Corridor, or Idaho Pre-1875 Land-Grant Settlement Corridor, or any other claims addressed in or arising out of the subject matter of this Agreement or the Class Complaint or that could have been alleged in the Class Complaint, including without limitation claims for trespass, unlawful entry, slander of title, quiet title, breach of covenant, unjust enrichment, criminal mischief, criminal trespass, inverse condemnation, conversion, conspiracy, injunctive relief, declaratory judgment, compensatory, consequential and punitive damages, and any and all such claims, including assigned claims, offsets, and counterclaims, whether known or unknown, whether or not concealed or hidden, asserted or unasserted, regardless of the legal theory, that are or may be asserted now or in the future by any or all Class Members, or their successors, heirs, or assigns, against a Settling Defendant and/or any Released Party, *provided*, however, that Settlement Claims do not include (1) claims against any Released Party arising out of the ownership, occupation, maintenance, or use of any telecommunications cable system, or any component of a telecommunications cable system, other than a Telecommunications Cable System, (2) claims for bodily injury or physical harm or damage to property located or situated outside the lateral boundaries of the Right of Way, or (3) claims by Settling Defendants against any Right-of-Way Provider, insurer, or other third party for contribution, indemnification, or insurance benefits, which claims Settling Defendants specifically reserve; or (4) claims arising out of alleged violations of this Agreement.

"Settlement Class" or "Class" means a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

"Settlement Class Counsel" means counsel appointed by the Court to represent the Settlement Class.

"Settlement Documents" means the applicable forms of the documents comprising Exhibits H and J hereto.

“**Settlement Corridor**” or “**Corridor**” means any Right of Way that one or more Settling Defendants has Designated in Exhibit A hereto and includes Idaho Non-Land-Grant Settlement Corridor, Idaho 1875 Land-Grant Settlement Corridor, and Idaho Pre-1875 Land-Grant Settlement Corridor.

“**Settling Defendants**” means Sprint and Level 3, and their respective predecessors, successors, assigns, parents, affiliates, and subsidiaries.

“**Summary Notice**” means notice of this Agreement, in accordance with Fed. R. Civ. P. 23, in the form of Exhibit D hereto, which shall be published in the manner ordered by the Court.

“**Telecommunications Cable System**” means a telecommunications cable system (including underground and surface cables, conduits, wires, fibers, pipes, ducts, waveguides, surface testing terminals, manholes, markers, regeneration huts, hand holes, splice vaults, poles, optical or electronic equipment, signs, and related facilities necessary and appropriate for installation, use, repair, or maintenance of such components), and any components thereof that are (1) located within a Right of Way and (2) have been, are now, or are hereafter constructed, installed, owned, or operated by any Settling Defendant, by any parent, subsidiary, or affiliated entity of any Settling Defendant, or by any person or entity to whom a Settling Defendant has heretofore sold, granted, leased, or otherwise transferred, or hereafter sells, grants, leases, or otherwise transfers, the right to operate any portion of a telecommunications cable system.

“**Telecommunications Cable System Easement Deed**” means the form of permanent telecommunications easement set forth as Exhibit H hereto.

“**Tract Book Pages**” means a certified copy of the pages of the tract book maintained by the General Land Office, and which reflect a legal description of the property covered by the pages, and show that the property includes the Qualified Claimant’s Qualifying Parcel.

II. Benefits Payable

A. Generally

1. Benefits are attributable to a Qualifying Parcel in which one or more Settling Defendants has installed a Telecommunications Cable System or any component thereof. Each Settling Defendant shall be severally responsible to pay its proportionate share of the Benefits to Qualified Claimants for each Qualifying Parcel in which it has installed a Telecommunications Cable System, or any component thereof.

2. The Benefits payable by a Settling Defendant with respect to a Qualifying Parcel are attributable to any Segment that the Qualifying Parcel adjoins, underlies, or includes, as provided in Sections II.B, II.C, and II.D below.

3. The amount of Benefits attributable to a Segment shall be the same regardless of the number of Settling Defendants that have installed any component of a Telecommunications Cable System on the same Side of the Center Line within that Segment. If only one Settling Defendant has installed a Telecommunications Cable System or any component thereof in a Qualifying Parcel, that Settling Defendant shall pay all the Benefits; if

two Settling Defendants have installed a Telecommunications Cable System or any component thereof in a Qualifying Parcel, each Settling Defendant shall pay half the Benefits.

4. Benefits are determined for each Qualifying Parcel on a per-linear-foot basis.

5. The Claims Administrator shall be responsible for reviewing and evaluating Claims in accordance with the provisions of this Agreement to determine if they are Qualified Claims, and, if so, the amount of Benefits payable.

B. Establishing a Claim for Benefits

1. Idaho Non-Land-Grant Benefits shall be attributable to any Idaho Non-Land-Grant Segment that adjoins, underlies, or includes a Qualified Claimant's Qualifying Parcel, if: (a) the Class Member seeking to become a Qualified Claimant submits a Claim and provides the Claims Administrator with a copy of a deed or certificate of title, for each Qualifying Parcel, which provides a legal description of the real property, shows that it adjoins, underlies, or includes the Segment on the Cable Side, and shows fee ownership of that real property by that Class Member during at least some portion of the Compensation Period and (b) a Settling Defendant does not meet its burden of showing that no Benefits are attributable to that Segment, as provided in Section II.B.6 below.

2. Idaho Non-Land-Grant Benefits shall be attributable to any Idaho Land-Grant Segment that adjoins, underlies, or includes a Qualified Claimant's Qualifying Parcel, if: (a) the Class Member seeking to become a Qualified Claimant submits a Claim for Idaho Non-Land-Grant Benefits and provides the Claims Administrator with (i) a copy of a deed or certificate of title, for each Qualifying Parcel, which provides a legal description of the real property, shows that it adjoins, underlies, or includes the Segment on the Cable Side, and shows fee ownership of that real property by that Class Member during at least some portion of the Compensation Period; and (ii)(A) a patent, deed, or other instrument of conveyance, which alone or in conjunction with an order entered by a federal court and supplied by the Class Member, shows that the Segment was conveyed by the United States or otherwise taken out of or excluded from the public domain prior to the date of the pertinent land grant statute or (B) a patent which shows that the Segment was conveyed by the United States or otherwise taken out of or excluded from the public domain after the date of the pertinent land grant statute and (I) a Cash Entry Certificate, Homestead Application, or Preemption Declaratory Statement, and the corresponding Tract Book Pages, both of which evidence an entry date by the patentee prior to the date of the pertinent land grant statute, (II) a Map of Definite Location that evidences that the right of way was designated for location on the Segment after the date of the patent, or (III) a Cash Entry Certificate, Homestead Application, or Preemption Declaratory Statement, and the corresponding Tract Book Pages, and a Map of Definite Location, all of which evidence that the right of way was designated for location on the Segment after the entry date by the patentee, and (b) a Settling Defendant does not meet its burden of showing that no Benefits are attributable to that Segment, as provided in Section II.B.6 below. Idaho Non-Land-Grant Benefits shall be attributable to the Segment that such a Claimant's Qualifying Parcel adjoins, underlies, or includes, only if the order or the patent shows on its face that the Segment was not part of the public domain as of the date of the pertinent land grant statute. A Class Member who seeks to have Idaho Non-Land-

Grant Benefits attributed to a Idaho Land-Grant Segment but fails to satisfy the requirements set forth in Section II.B.2.(a) above, and has submitted an otherwise Qualified Claim for Idaho Pre-1875 Land-Grant Benefits or Idaho 1875 Land-Grant Benefits, under Sections II.B.3, 4, or 5 below, shall be paid the applicable Land-Grant Benefits.

3. 1875 Land-Grant Benefits shall be attributable to any Idaho 1875 Land-Grant Segment that adjoins, underlies, or includes a Qualified Claimant's Qualifying Parcel, if: (a) the Class Member seeking to become a Qualified Claimant submits a Claim for 1875 Land-Grant Benefits and provides the Claims Administrator with a copy of a deed or certificate of title, for each Qualifying Parcel, which provides a legal description of the real property, shows that it adjoins, underlies, or includes the Segment on the Cable Side, and shows fee ownership of that real property by that Class Member during at least some portion of the Compensation Period; (b)(i) the Class Member seeking to become a Qualified Claimant provides the Claims Administrator with copies of one or more patents issued by the United States that show that the United States conveyed the Cable Side of the Segment to the Class Member or the Class Member's predecessor in interest without reserving an interest in or excepting the Cable Side of the Segment or (ii) all Qualifying Parcels with respect to which the Class Member seeks to become a Qualified Claimant total no more than 500 feet of linear footage; and (c) a Settling Defendant does not meet its burden of showing that no Benefits are attributable to that Segment, as provided in Section II.B.6 below.

4. Pre-1875 Land-Grant Non-Section Benefits shall be attributable to any Idaho Non-Section Segment that adjoins, underlies, or includes a Qualified Claimant's Qualifying Parcel, if: (a) the Class Member seeking to become a Qualified Claimant submits a Claim for Pre-1875 Land-Grant Non-Section Benefits and provides the Claims Administrator with a copy of a deed or certificate of title, for each Qualifying Parcel, which provides a legal description of the real property, shows that it adjoins, underlies, or includes the Non-Section Segment on the Cable Side, and shows fee ownership of that real property by that Class Member during at least some portion of the Compensation Period; (b)(i) the Class Member seeking to become a Qualified Claimant provides the Claims Administrator with copies of one or more patents issued by the United States that show that the United States conveyed the Cable Side of the Non-Section Segment to the Class Member or the Class Member's predecessor in interest without reserving an interest in or excepting the Cable Side of the Segment or (ii) all Qualifying Parcels with respect to which the Class Member seeks to become a Qualified Claimant total no more than 1000 feet of linear footage; and (c) a Settling Defendant does not meet its burden of showing that no Benefits are attributable to that Segment, as provided in Section II.B.6 below. Pre-1875 Land-Grant Non-Section Benefits shall not be attributable to any Section Segment.

5. Pre-1875 Land-Grant Section Benefits shall be attributable to any Idaho Section Segment that adjoins, underlies, or includes a Qualified Claimant's Qualifying Parcel, if (a) the Class Member seeking to become a Qualified Claimant submits a Claim for Pre-1875 Land-Grant Section Benefits and provides the Claims Administrator with a copy of a deed or certificate of title, for each Qualifying Parcel, which provides a legal description of the real property, shows that it adjoins, underlies, or includes the Section Segment on the Cable Side, and shows fee ownership of that real property by that Class Member during at least some portion of the Compensation Period; and (b) a Settling Defendant does not meet its burden of showing that

no Benefits are attributable to that Segment, as provided in Section II.B.6 below. Pre-1875 Land-Grant Section Benefits shall not be attributable to any Non-Section Segment.

6. (a) A Settling Defendant meets its burden of showing that no Benefits are attributable to a Segment by submitting to the Claims Administrator a document by which a Class Member or the Class Member's predecessor in title expressly granted to the Settling Defendant the right to use the Right of Way for telephone or telecommunications purposes.

(b) A Settling Defendant also meets its burden of showing that no Benefits are attributable to a Segment by submitting to the Claims Administrator evidence that the documentation submitted by the Class Member, if any under Section II.B.2.(a)(ii), II.B.3.(b)(i), or II.B.4.(b)(i) does not apply to the Segment or otherwise does not comport with the requirements of this Agreement.

7. The copies of all deeds or certificates of title, patents, or other documentation submitted by Class Members pursuant to this Section II.B must either (a) have been certified by the Register of Deeds, Registrar of Titles, County Clerk, or other similar official of the relevant county or (b) show on their face pertinent recording information, including date and office of recording, conveyance book and page, and/or entry number, or (c) show on their face that they were obtained from an office of the Bureau of Land Management or be accompanied by a separate writing issued by the Bureau of Land Management confirming that the document was issued by the Bureau of Land Management, or (d) be accompanied by a document titled "Land Patent Details" bearing indicia that the "Land Patent Details" document was printed from the Bureau of Land Management General Land Office Records Automation Website – <http://www.glorerecords.blm.gov/>.

8. Notwithstanding anything to the contrary contained in this Section II.B, Benefits shall be attributable to a Segment for purposes of the Claim of a Class Member who submits an otherwise Qualified Claim with respect to that Segment and who has not shown ownership of real property adjoining that Segment on the Cable Side, if and only if (a) the Class Member shows ownership by that Class Member of the fee interest underlying the Cable Side of the Segment during at least some portion of the Compensation Period by providing the Claims Administrator with documentation sufficient to rebut the presumption of ownership by the adjacent owner as provided in Section X.D.1 below and (b) the Class Member complies with all requirements set forth above to qualify for the type of Benefits for which the Class Member applies.

9. Nothing contained in this Section II.B, including those provisions that require Claimants to present documents that show that they own a fee interest in Covered Property, shall be construed to require a Qualifying Claim to include documents to show that the Right-of-Way Provider does not own fee title to the Right-of-Way.

10. To the extent economically feasible, the Claims Administrator may contract with an entity that will, at Class Members' option and expense, obtain one or more patents under Section II.B.3 or 4 for Class Members seeking to become Qualified Claimants.

C. Allocation of Benefits

1. For a Qualified Claimant who has owned a fee interest in a Qualifying Parcel throughout the entire Compensation Period, the Benefits payable for that Qualifying Parcel shall be equal to (a) the applicable Benefits for the Segment that the Qualifying Parcel adjoins, underlies, or includes multiplied by (b) the number of linear feet of Right of Way in the portion of the Segment that the Qualifying Parcel adjoins, underlies, or includes. (If a Segment includes two Cable Sides, so that more than one amount of Benefits is attributable to the Segment, Benefits shall be based on the amount of Benefits corresponding to each Cable Side that the Qualifying Parcel adjoins, underlies, or includes.) If a Qualifying Parcel adjoins, underlies, or includes more than one Segment, the multiplication described above shall be performed for each such Segment, and the amount of Benefits for the entire Qualifying Parcel shall be the sum of the resulting products. The Claims Administrator shall determine the linear footage of Segments and Qualifying Parcels for purposes of the foregoing calculations based on information provided by the Claimant and mapping and scaling data provided by the Settling Defendants through Data Mapping Solutions.

2. If the same person or persons has owned a fee interest in a Qualifying Parcel throughout the entire Compensation Period, then Benefits payable for the Qualifying Parcel shall be calculated as in the previous paragraph and no other Benefits shall be paid as to that Qualifying Parcel. If the same person or persons has not owned the Qualifying Parcel throughout the entire Compensation Period, then Benefits payable to each Class Member who submits a Qualifying Claim for the Qualifying Parcel shall be equal to the amount calculated as in the previous paragraph multiplied by a fraction, the denominator of which is the total number of months in the Compensation Period for that Qualifying Parcel and the numerator of which is the total number of months that Class Member has owned the Qualifying Parcel. In calculating the number of months each Class Member has owned the Qualifying Parcel during the Compensation Period, ownership during a portion of a month shall be pro-rated based on the number of days of ownership during the month in question.

3. In determining the total number of days that a Class Member who is a natural person has owned a Qualifying Parcel, any period of ownership by the Class Member's deceased ancestor or ancestors shall be included, provided that the Class Member (a) submits with his or her Claim (i) a personal representative's deed or a beneficiary's deed that shows that the Qualifying Parcel was acquired by inheritance, and (ii) a deed or certificate of title that meets the requirements of Sections II.B.1.(a), II.B.2.(a)(i), II.B.3.(a), II.B.4.(a), or II.B.5.(a) and II.B.7 above and reflects the ancestor's or ancestors' acquisition of the Qualifying Parcel, and (b) attests in the Claim Form that the Class Member acquired by inheritance any claims that his or her deceased ancestor owned arising out of the Settling Defendants' installation, occupation, maintenance, and use of Telecommunications Facilities upon the Qualifying Parcel.

4. The amount of Benefits payable with respect to a Qualifying Claim shall neither be decreased nor increased because any other Class Member has made or has not made a Claim for Benefits with respect to the same Qualifying Parcel. In the event that more than one Claim is submitted for the same period of time and the same Qualifying Parcel, the Claims Administrator shall determine finally the amount of Benefits, if any, to be paid on each such

Claim. In no event shall the total amount of Benefits payable for a Qualifying Parcel be increased as a result of such duplicate Claims.

5. Benefits shall be calculated per Qualifying Parcel, regardless of the number of Qualified Claimants who are co-owners of that Qualifying Parcel. Benefits shall be payable jointly to all Qualified Claimants who are or were co-owners of a Qualifying Parcel, for the period of time during which they were co-owners.

D. Class Representative Service

In addition to all other benefits to which the Idaho Class Representatives may be entitled under this Agreement, they may apply to the Court for an additional award, as compensation for service as Class Representatives, in the following amounts: Dennis Koyle: \$3,200, Charles K. Turner: \$3,200, and the Caravelle Corporation, Inc.: \$1,300. Except as provided herein, the Idaho Class Representatives shall receive no compensation for service as Class Representatives.

E. Settlement Class Counsel Fees and Expenses

1. Settlement Class Counsel may seek from the Court a cash award of fees and expenses from the Settling Defendants, in an amount not to exceed the maximum Attorneys' Fee Award, to which the Settling Defendants will not object. Except as provided herein, no fees or costs shall be recoverable by Settlement Class Counsel, whether from the Settling Defendants or from Class Members. Under no circumstances shall Settling Defendants have any obligation to pay attorneys' fees or expenses to any person or persons on account of or with respect to the settlements effectuated by this Agreement in excess of the Maximum Attorneys' Fee Award.

2. Subject to Sections II.E.4 and 5 below, the Settling Defendants shall deposit any attorneys' fee award approved by the Court, which shall not exceed the Maximum Attorneys' Fee Award, into an interest-bearing escrow account, at the direction of Settlement Class Counsel, no later than ten (10) days after the date on which the Order and Judgment becomes Final.

3. The obligation of the Settling Defendants to pay attorneys' fees and expenses shall be several and divisible. Each Settling Defendant shall have the obligation to pay only that proportion of the aggregate cash attorneys' fee award approved by the Court (which shall not exceed the Maximum Attorneys' Fee Award) which the total number of linear feet of Right of Way Designated by that Settling Defendant under this Agreement bears to the total number of linear feet of Right of Way Designated by all Settling Defendants under this Agreement.

4. In the event that the Court enters an order or orders that provide for an award of attorneys' fees and expenses to Settlement Class Counsel, or an aggregate award of attorneys' fees and expenses to Settlement Class Counsel and Plaintiffs' Counsel in Other Pending Cases, in excess of the Maximum Attorneys' Fee Award, Settlement Class Counsel agree that the amount of attorneys' fees and expenses that Settling Defendants shall be obligated to pay to Settlement Class Counsel shall be no more than the Maximum Attorneys' Fee Award, minus any amount of fees and expenses Settling Defendants are required to pay to Plaintiffs' Counsel in Other Pending Cases.

5. In the event that the Court enters an order or orders that provide for an aggregate award of attorneys' fees and expenses to Settlement Class Counsel, Plaintiffs' Counsel in Other Pending Cases, and any other counsel, which, after the reduction called for in Section II.E.4 above, exceeds the Maximum Attorneys' Fee Award, Settlement Class Counsel may, in their sole discretion, agree to reduce the fee award allocated to them so as to reduce the aggregate award of attorneys' fees and expenses to the Maximum Attorneys' Fee Award. If Settlement Class Counsel do not agree to a reduction of the aggregate fees and expenses payable by the Settling Defendants to the Maximum Attorneys' Fee Award, Settling Defendants shall have the right to withdraw from this Agreement.

III. Funding

A. Settlement Account

1. To facilitate payment of Benefits to Qualified Claimants, the Claims Administrator shall establish the **Settlement Account**. At the Settling Defendants' option, the Settlement Account (a) shall be established as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and all rules and regulations thereunder and (b) may be used for the deposit of funds and the payment of claims under other fiber-optic right-of-way settlement agreements. The Claims Administrator shall pay Qualified Claims, and any income taxes payable with respect to interest earned on the Settlement Account, out of the Settlement Account. The Settling Defendants shall make an initial deposit into the Settlement Account, in an amount to be determined by the Claims Administrator, thirty (30) days after the Order and Judgment become Final. Thereafter, each Settling Defendant, as directed by the Claims Administrator, shall provide sufficient ongoing funding of the Settlement Account to enable Class Members who have submitted Qualifying Claims with respect to a Right of Way which that Settling Defendant has Designated to be paid in a timely fashion. The Claims Administrator shall refund to each Settling Defendant (a) any difference between the amount that it has contributed to the Settlement Account and the total amount of payments for which it is responsible and (b) any difference between the portion of the net interest income earned by the Settlement Account that is proportional to its contributions to the Settlement Account and any accrued but unpaid taxes for which the Settling Defendant is responsible. The obligations of each Settling Defendant to fund the Settlement Account are several and divisible.

2. No Benefit payments may be made to any Class Members under this Agreement (nor shall the Settling Defendants incur any obligation therefor) until the Effective Date.

3. The obligations of each Settling Defendant to fund the Settlement Account are several and divisible. If a Qualifying Claim under this Settlement Agreement is not paid as a result of a Settling Defendant's failure to provide sufficient funding, and the Settling Defendant does not cure such failure within thirty (30) days of having received written notice thereof by the Claims Administrator, then that Settling Defendant is in violation of its obligations under this Agreement and the Class Member whose Qualified Claim has not been paid shall retain all rights against that Settling Defendant under this Agreement or otherwise.

B. Administrative Costs; Administrative Account

1. Settling Defendants shall be severally responsible for advancing and paying the cost of providing the Court Notice, Summary Notice, Notice of Final Approval Package, and the reasonable costs of administering this Agreement. The Claims Administrator shall establish the separate **Administrative Account** to pay administrative costs. At the Settling Defendants' option, the Administrative Account (a) shall be established as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and all rules and regulations thereunder and (b) may be used for the deposit of funds and the payment of administrative costs under other fiber-optic right of way settlement agreements.

2. The Settling Defendants shall make an initial deposit into the Administrative Account, in an amount to be determined by the Claims Administrator, ten (10) days after Preliminary Approval, and shall make such additional deposits thereafter as the Claims Administrator deems necessary for the reasonable expenses of administering the Agreement. After all administrative costs have been paid, each Settling Defendant shall be entitled to a refund of any funds remaining in the Administrative Account. The refund shall be proportionate to contributions made by the Settling Defendants to the Administrative Account.

3. Class Members shall have no obligation to pay for any claims-processing expenses incurred by the Claims Administrator in responding to Class Member inquiries, or any other settlement-related administrative expenses incurred by the Claims Administrator.

4. The Database of Identification Information shall be considered proprietary and shall belong to Settling Defendants. Ownership of portions of the Database of Identification Information pertaining to a Right of Way Designated by a single Settling Defendant shall be exclusive to that Settling Defendant. If a Right of Way is Designated by more than one Settling Defendant, each Settling Defendant shall have joint ownership of the portions of the Database of Identification Information pertaining to that Right of Way. Each such joint owner shall have the right to use the Database of Identification Information without permission from or compensation to other joint owners, but no joint owner may sell, lease, or provide to third-parties access to the Database of Identification Information without the express written consent of all joint owners. Data in the Database of Identification Information shall not be voluntarily disclosed to third persons, and Settlement Class Counsel shall (a) reasonably oppose and (b) provide prompt notice to the affected Settling Defendant(s) of any effort to obtain disclosure of data in the Database of Identification Information sought by third persons from Settlement Class Counsel through discovery, subpoena, or court or other process, regardless of whether this Agreement is approved or not by the Court. Notwithstanding the foregoing, the Claims Administrator and Settlement Class Counsel shall have the right to use the Database of Identification Information as necessary to effectuate this Agreement, including the processing of Claims. Nothing in this Agreement shall be construed to grant or to provide a basis for the assertion by any Settling Defendant of ownership over the facts – as opposed to the compilation of the facts by or on behalf of Settling Defendants – input into the Database of Identification Information, over any documents or other databases in which those facts are contained, including without limitation any information supplied by a Right-of-Way Provider, or any map, tax parcel data, or other information supplied by a county recorder's office, or over any document filed in the public record.

C. Settling Defendants' Proportional Financial Responsibility

1. Each Settling Defendant shall have the several obligation to make deposits into the Administrative Account and to pay the settlement administration costs in proportion to the total number of linear feet of Right of Way Designated by the Settling Defendant under this Agreement.

2. Each Settling Defendant shall have the several obligation to contribute funds to the Settlement Account to pay Benefits only for Qualified Claims regarding Right of Way Designated by that Settling Defendant.

3. If no Class Member submits a Qualified Claim concerning a particular parcel of Covered Property, then no Benefits of any sort shall be paid with respect to that Covered Property, and the Settling Defendants shall have no obligation to make any contribution to the Settlement Account with respect to such Covered Property.

IV. Claim Form, Release of Claims, and
Telecommunications Cable System Easement Deed

A. Claim Form

1. Each Claimant shall complete, execute, and return to the Claims Administrator a Claim Form in the applicable form of Exhibits G(1) –(14) hereto, as determined by the Claims Administrator. If the Claimant is a co-owner of Covered Property, the Claimant shall be deemed to have made a Claim for Benefits on behalf of all co-owners of the Covered Property. If the Claims Administrator determines that the Claim made by a co-owner of Covered Property is a Qualified Claim, all co-owners shall be deemed Qualified Claimants. If co-owners of Covered Property submit more than one Claim Form, the Claims Administrator shall consider all the Claim Forms and the documentation submitted with them and make a single determination whether the combined submission is a Qualified Claim and, if so, all the co-owners shall be deemed Qualified Claimants.

B. Release of Claims

1. All Qualified Claimants, including each co-owner of a Qualifying Parcel, must complete, execute, and return to the Claims Administrator for delivery to the Settling Defendants a Release of Claims in the applicable form of Exhibits J or J(1) hereto, as determined by the Claims Administrator. The spouse of any Qualified Claimant also must execute the Release of Claims. All Qualifying Claimants must submit a Release of Claims for each Settling Defendant who has installed any component of a Telecommunications Cable System in the Qualifying Claimant's Qualifying Parcel.

C. Telecommunications Cable System Easement Deed

1. All Qualified Claimants who are Current Landowners, including each co-owner of a Qualifying Parcel, must complete, execute, and return to the Claims Administrator for delivery to the Settling Defendants a Telecommunications Cable System Easement Deed in the

form of Exhibit H hereto. The spouse of any Qualified Claimant who is a Current Landowner also must execute the Telecommunications Cable System Easement Deed.

2. At its option, each Settling Defendant may, after the Effective Date, file, record, and index a copy of (1) the Easement Deed by Court Order in Settlement of Landowner Action entered in the Action; (2) any Claims Administrator Telecommunications Cable System Easement Deed; and (3) any executed Telecommunications Cable System Easement Deed, in the appropriate judgment or land records of each county in Idaho in which Covered Property is located in order to give constructive and record notice of the existence and terms of the Telecommunications Cable System Easement to the successors in title or interest of the Class Members. Each Settling Defendant may also, as may be necessary for local recordation purposes, record supplemental orders effectuating any Easement Deed by Court Order in Settlement of Landowner Action, or any Claims Administrator Telecommunications Cable Systems Easement Deed, and notice thereof. The deed or certificate of title presented by the Class Member under Section II.B above, to show ownership of a Qualifying Parcel, shall be attached to each recorded Telecommunications Cable System Easement Deed. The categories of information included in Exhibit 1 to the Easement Deed by Court Order in Settlement of Landowner Action shall be included in an attachment to any recorded Claims Administrator Telecommunications Cable System Easement Deed that the Claims Administrator executes on behalf of a Class Member and to each recorded Easement Deed by Court Order in Settlement of Landowner Action. For a Claims Administrator Telecommunications Cable System Easement Deed that the Claims Administrator executes on behalf of Class Members, the information attached shall pertain to those Class Members and those Class Members' Covered Property. For an Easement Deed by Court Order in Settlement of Landowner Action, the information attached shall pertain to each Class Member in the county or jurisdiction where the recording occurs. Notwithstanding the foregoing, however, (1) if a Settling Defendant is prohibited by local filing and recording requirements, practices, and preferences from attaching any of the specified information, it may record the easement and shall include as much of the specified information as is permitted and whatever additional information is required and (2) if any category of information is not found in Exhibit 1 to the Easement Deed by Court Order in Settlement of Landowner Action or is not included in the Database of Identification Information, it may be omitted from the attachment to the recorded easement.

3. The Easement Deed by Court Order in Settlement of Landowner Action, any Claims Administrator Telecommunications Cable System Easement Deed, and any executed Telecommunications Cable System Easement Deed shall not be binding upon the Right-of-Way Providers and do not address and shall not affect any real property rights, including the priority of interests, between the Grantor and any Right of Way Provider or between the Grantee and any Right of Way Provider.

V. Settlement Administration

A. Claims Administrator

1. The Claims Administrator shall establish, conduct and manage the claims administration process, hire its own employees, and agree in writing that it shall be subject to the jurisdiction of the Court, for purposes of supervising its administration of this Settlement

Agreement. Subject to approval of the Settling Defendants, the Claims Administrator shall have the authority to contract with others and to appoint such agents as may be necessary to carry out its responsibilities as Claims Administrator, provided that, if the Claims Administrator contracts with others or appoints agents in connection with issuance of the Court Notice or Summary Notice, it shall obtain the prior approval of Settlement Class Counsel. Promptly following the execution of any contract with others to carry out its responsibilities, the Claims Administrator shall notify Settlement Class Counsel and, upon request, provide Settlement Class Counsel with a copy of the contract. The Claims Administrator shall carry out its responsibilities in the most economical and cost-effective manner consistent with this Agreement, and shall consult with the Settling Defendants and Settlement Class Counsel on a regular basis. Nothing in this paragraph or in any other provision of the Agreement shall be construed to affect the finality of the Claims Administrator's Claims decisions or to expand the right to seek reconsideration of those decisions, as provided in Section X.E below.

2. The Claims Administrator shall be responsible for communications to Class Members concerning settlement procedures and Claims, provided however, that Settlement Class Counsel may continue communications with Class Members who are Class Representatives or who have communicated directly with Settlement Class Counsel before the date of this Agreement, respond to inquiries from Class Members, and may initiate communications with any other Class Members upon prior Court approval.

3. The Claims Administrator shall process and tabulate requests for exclusion from the Settlement Class. The Claims Administrator shall report to the Settling Defendants and Settlement Class Counsel the number, names, and, if known, addresses of Class Members requesting exclusion from the Settlement Class, and the total linear feet of Right of Way on or adjacent to real property owned by them or in which they have or had an interest.

4. The Claims Administrator shall receive, process, classify, and review Class Members' Claims and shall pay Benefits to Qualified Claimants in accordance with the terms of this Agreement.

5. The Claims Administrator shall implement reasonable procedures designed to detect and prevent fraudulent Claims, and otherwise to assure reliability and quality control in the processing and payment of Claims.

6. The Claims Administrator shall maintain all appropriate records relating to the processing and payment of Claims and administrative expenses. Each Settling Defendant and Settlement Class Counsel shall be entitled to inspect Claims Administrator records at any time, upon reasonable notice. Settling Defendants shall be entitled to receive executed Releases of Claims for each Class Member to whom Benefits are paid, as well as a Telecommunications Cable System Easement Deed for each Current Landowner to whom Benefits are paid.

VI. Preliminary Approval

A. Preliminary Approval Order

1. At a time to be mutually agreed upon by all the Parties hereto, the Parties shall submit this Agreement to the Court for Preliminary Approval and shall move the Court for one or more orders that by their terms shall:

(a) appoint Dennis Koyle, Charles K. Turner, and the Caravelle Corporation, Inc. as the representatives of the Settlement Class;

(b) appoint Settlement Class Counsel;

(c) appoint Rust Consulting, Inc. of Minneapolis, Minnesota as the Claims Administrator;

(d) provisionally certify the Settlement Class under Fed. R. Civ. P. 23(b)(3) and 23(e) and preliminarily approve this Agreement (together with Exhibits) for purposes of issuing Court Notice and Summary Notice of this Agreement to Class Members;

(e) schedule the Fairness Hearing, no sooner than forty-five (45) days after the Claims Administrator reports to the Settling Defendants and Settlement Class Counsel under Section V.A.3 above;

(f) schedule the Opt-Out Deadline, Objection Deadline, and any other related dates and deadlines for inclusion in the Court Notice and Summary Notice; and

(g) approve the form and contents of the Court Notice and Summary Notice, find that they are the best practicable notice that can be given to members of the Settlement Class, and provide that the Court Notice be mailed to the Persons who have been identified as current owners of Covered Property by Data Mapping Solutions, from the tax rolls and, where necessary, other real property records of each county in which a Designated Right of Way is located; and that Summary Notice be published in the manner ordered by the Court.

2. After submitting this Agreement to the Court for Preliminary Approval, the Parties shall cooperate, assist, and undertake all reasonable actions to accomplish the above on the schedule set by the Court.

3. In the event that the Court declines to enter a Preliminary Approval Order substantially in the form of Exhibit B or enters a preliminary approval order or orders that provide relief that is substantially different from that provided in Exhibit B, each of the Settling Defendants and the Settlement Class, through Settlement Class Counsel, shall have the right, within ten (10) days thereafter, to withdraw from this Agreement by written notice to counsel for all other Parties. The determination of whether any difference between the form of Preliminary Approval Order attached as Exhibit B and the preliminary approval order or orders entered by the Court is “substantial” shall be made by each Settling Defendant and the Class, through Settlement Class Counsel, each in its respective sole discretion. The consequences of such a withdrawal shall be as provided in Section IX.

VII. Certification of Settlement Class; Opt-Out Rights

A. Certification of Settlement Class

1. Subject to the Court's approval, the Settlement Class shall be certified in the Action for settlement purposes only, pursuant to Fed. R. Civ. P. 23(b)(3) and 23(e), without prejudice to the Parties' ability to contest, oppose, propose, or support class certification in the Action or any other action as to (a) any claims that are not Settlement Claims and (b) any Settlement Claims, in the event that this Agreement is not finally approved or the Order and Judgment does not become Final. Certification of the Settlement Class in the Preliminary Approval Order shall be for settlement purposes only. If this Agreement is not approved by the Court or for any reason does not become effective, the Settlement Class shall be decertified, all Parties' rights to litigate all class issues will be restored to the same extent as if this Agreement had never been entered into, and no Party shall assert that another Party is estopped to take any position relating to class certification.

B. Opt-Out Rights

1. All Persons who would otherwise be encompassed by the definition of the Settlement Class shall have the right to exclude themselves ("opt out") from it.

2. If one of the owners of a parcel of Covered Property excludes himself, herself, or itself from the Settlement Class, then all other Class Members who own or have owned the same parcel of Covered Property also are excluded from the Settlement Class, are not entitled to any payment under this Agreement, do not release claims or grant an easement, and are otherwise unaffected by the Settlement. Except as stated in this paragraph, all Persons encompassed by the definition of the Settlement Class who do not exclude themselves on or before the Opt-Out Deadline shall remain Members of the Settlement Class.

3. If, in the reasonable discretion of any Settling Defendant, an excessive number of Persons opt out of the Settlement Class, each Settling Defendant shall have the right to withdraw from this Agreement at any time prior to the Fairness Hearing that is within thirty (30) days of the date upon which it is informed by the Claims Administrator, pursuant to Section V.A.3, of the number, names, and, if known, addresses of such Persons who have opted out of the Settlement Class, and the linear footage of Right of Way on or adjacent to real property owned by them or in which they have or had an interest.

VIII. Final Approval

A. Final Approval Order

1. This Agreement is subject to and conditional upon (1) entry by the Court of the Easement Deed by Court Order in Settlement of Landowner Action in the form of Exhibit K hereto and (2) the entry by the Court, following the Fairness Hearing, of an Order and Judgment substantially in the form of Exhibit E hereto, which grants final approval of this Agreement in accordance with Fed. R. Civ. P. 23(e), and provides, at a minimum, the below-specified relief, which relief shall be subject to the terms and conditions of this Agreement and the Parties'

performance of their continuing rights and obligations hereunder. Such Order and Judgment shall:

- (a) approve this Agreement in all respects;
- (b) provide for the Settlement Class Representatives to have and recover for themselves and other members of the Settlement Class the benefits described in this Agreement, subject to the conditions and limitations stated herein;
- (c) confirm the certification of the Settlement Class under Fed. R. Civ. P. 23(b)(3) and 23(e) solely for settlement purposes;
- (d) determine that this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;
- (e) release the Settling Defendants and all other Released Parties from any and all Settlement Claims that any Class Member had, has, or may have in the future, against the Settling Defendants or any other Released Party;
- (f) dismiss the Action with prejudice and without costs;
- (g) bar and permanently enjoin all Class Members (and their successors in interest) from instituting, asserting, or prosecuting against a Settling Defendant or any other Released Party any and all Settlement Claims the Class Members have, had, or may have in the future, against a Settling Defendant or any other Released Party, except any claims for enforcement of this Agreement;
- (h) direct all Class Members who are Current Landowners, regardless of whether they file a Claim, to execute and deliver a Telecommunications Cable System Easement Deed to the Claims Administrator in favor of each Settling Defendant whose Telecommunications Cable System was installed on Covered Property owned by the Class Member;
- (i) appoint the Claims Administrator, pursuant to Fed. R. Civ. P. 70, as attorney in fact for each Class Member who is a Current Landowner and who submits a Claim but fails to deliver a Telecommunications Cable System Easement Deed, in the form of Exhibit H, and for each Class Member who is a Current Landowner and who does not file a Claim, and direct the Claims Administrator, at the request of a Settling Defendant to execute and deliver a Claims Administrator Telecommunications Cable System Easement Deed, in the form of Exhibit I hereto, to the applicable Settling Defendant and authorize it to record such Claims Administrator Telecommunications Cable System Easement Deed;
- (j) declare that in order to receive Benefits each Current Landowner who submits a Qualified Claim must execute a Telecommunications Cable System Easement Deed;
- (k) declare that each Settling Defendant or Settlement Class Counsel may, after the Effective Date, at their respective option and cost, file, record and/or index the Easement Deed by Court Order in Settlement of Landowner Action in the form of Exhibit K

hereto or notice thereof, any Claims Administrator Telecommunications Cable System Easement Deed in the form of Exhibit J hereto or notice thereof, and any executed Telecommunications Cable System Easement Deed in the form of Exhibit H hereto, on behalf of any Class Member, in the judgment or land records of the county in which the real estate is located as provided in Section IV.C.2 above, and that the Court retains jurisdiction to enter supplemental orders and judgments to effectuate the recordation of the Easement Deed by Court Order in Settlement of Landowner Action, the Claims Administrator Telecommunications Cable System Easement Deed and the Telecommunications Cable System Easement Deeds;

(l) declare that the Released Parties are released by all Class Members from any and all claims, damages, costs, expenses, and other liabilities of every kind and nature whatsoever as a result of or in any way in connection with the filing, recordation, or indexing of the Easement Deed by Court Order in Settlement of Landowner Action, or notice thereof, or any Telecommunications Cable System Easement Deed;

(m) declare, adjudge, and decree that this Agreement provides the exclusive remedy for any and all Settlement Claims of Class Members (and any successors in interest) against the Settling Defendants and any and all other Released Parties; and

(n) reserve the Court's exclusive, general, and continuing jurisdiction over the Parties to this Agreement, including the Settling Defendants and all Class Members, as needed or appropriate in order to administer, supervise, implement, interpret, or enforce this Agreement in accordance with its terms, including the investment, conservation, protection of settlement funds prior to distribution, and distribution of settlement funds.

2. In the event that: (a) the Court enters any order or orders that decline to approve this Agreement; (b) the Court enters a final approval order or orders that provide relief that is substantially different from that provided in the form of Order and Judgment attached as Exhibit E; or (c) the final order of an appellate court modifies the final approval order or orders entered by the Court so that the relief provided is substantially different from that provided in the form of Order and Judgment attached as Exhibit E, each of the Settling Defendants and the Settlement Class, through Settlement Class Counsel, shall have the right, within ten (10) days of the entry of the order or orders, to withdraw from this Agreement by written notice to counsel for all other Parties. The right to withdraw shall arise upon the entry of any order described in Sections VIII.A.2(a) and (b) above without regard to whether the order become Final. The determination of whether any difference between the form of Order and Judgment attached as Exhibit E and the final approval order or orders entered by the Court or as modified on appeal is "substantial" shall be made by each Settling Defendant and the Class, through Settlement Class Counsel, each in its respective sole discretion. The consequences of such a withdrawal shall be as provided in Section IX.

IX. Effect of Withdrawal

In the event that all Settling Defendants or the Settlement Class, through Settlement Class Counsel, withdraw from this Agreement, this Agreement and all orders and judgments issued to implement it shall have no further force and effect. In the event that a Settling Defendant withdraws from this Agreement, all orders and judgments issued to implement it shall have no

further force and effect as to that Settling Defendant, any Class Member who has a claim against that Settling Defendant, and any Person who would have been released or otherwise affected by that Settling Defendant's Designation of Right of Way. Any Settling Defendant that withdraws from this Agreement shall be entitled to a return of all monies it deposited as to which a corresponding obligation to pay has not been incurred. In the event that the Settlement Class, through Settlement Class Counsel, withdraws from this Agreement, each Settling Defendant shall be entitled to a return of all monies it deposited for the Agreement as to which a corresponding obligation to pay has not been incurred.

X. Claims Processing

A. Generally

1. Promptly after the Order and Judgment with respect to this Agreement becomes Final, the Claims Administrator shall mail the Notice of Final Approval Package to Class Members to whom the Court Notice was mailed or who have requested a Notice of Final Approval Package.

2. To be eligible for Benefits under the Agreement, Class Members, including those who request a Notice of Final Approval Package after the mailing provided for in Section X.A.1, must submit, within one-hundred twenty (120) days of the date of mailing of Notice of Final Approval Packages, (a) an executed Claim Form and (b) the documents required by Section II.B above. Class Members who do not comply with these requirements by the Claim Deadline shall not be eligible for any Benefits under this Agreement, unless the Claims Administrator determines that the Class Member has demonstrated good cause for a reasonable extension of the Claim Deadline. Following the submission of Claims, the claims process shall proceed as set forth below.

B. Claims Processing

1. The Claims Administrator shall process all Claims for Benefits and inform the Settling Defendants which of those Claims tentatively qualify for Benefits. Settling Defendants shall provide sufficient funding to enable the Claims Administrator to staff in a manner that permits the Claims Administrator to project that these determinations may be made within one-hundred twenty (120) days of the date by which Class Members must make their submissions under Section X.A.2 above.

2. A Settling Defendant shall have sixty (60) days from receipt of notice that a Class Member has submitted a tentatively Qualifying Claim to meet its burden of showing that no Benefits are attributable to the Segment to which the Claim applies, as provided in Section II.B.6 above.

3. Upon completion of the analysis of a Settling Defendant's submissions under Section X.B.2 above, the Claims Administrator shall notify the Settling Defendants and each Claimant who has submitted a Claim of the Claims Administrator's final determination as to whether the Claim is a Qualified Claim and the corresponding amount of Benefits payable with respect to such Claim. Settling Defendants shall provide sufficient funding to enable the Claims

Administrator to staff in a manner that permits the Claims Administrator to project that these notices may be mailed within sixty (60) days of the date by which Settling Defendants must make their submissions under Section X.B.2 above. The notice to those Claimants with Qualified Claims shall include a Release of Claims and the notice to those Claimants with Qualified Claims who are Current Landowners also shall include a prepared Telecommunications Cable System Easement Deed, which documents must be executed by all Qualified Claimant co-owners and, if a Qualified Claimant is married, by his or her spouse, and returned to the Claims Administrator as a precondition to payment of Benefits.

4. For Claimants whose Claims are not Qualified Claims, the Claims Administrator's notice shall state the amount of Benefits that would be payable if the Claim were Qualified, the reason or reasons why the Claim did not Qualify and, if applicable, shall identify supplemental information that could be provided to support a request for reconsideration under Section X.E. The notice will also include a Release of Claims, and, if the Claimant is a Current Landowner, a prepared Telecommunications Cable System Easement Deed and instructions to submit executed originals of the Release of Claims and Telecommunications Cable System Easement Deed with any request for reconsideration.

5. For each Claim, after the Claim processing steps set forth in this Section X.B have been completed, the time for reconsideration under Section X.E below has run, and the Claims Administrator has decided any reconsideration requested, the Claims Administrator shall mail payment of the Benefits payable to any Qualified Claimant who, as set forth in Section X.C below, has timely submitted a properly executed Release of Claims, and, if required, a properly executed Telecommunications Cable System Easement Deed.

C. Releases and Easements

1. A Class Member who has been finally determined to have submitted a Qualified Claim must mail to the Claims Administrator, in an envelope postmarked within the time period set forth in this paragraph, a properly executed Release of Claims and, if the Class Member is a Current Landowner, a properly executed Telecommunications Cable System Easement Deed. The time period is within one-hundred twenty (120) days of receiving notice from the Claims Administrator of its final determination of the Class Member's Claim. The Claims Administrator shall pay a Qualified Claim only after receipt of timely submitted and properly executed Settlement Documents applicable to that Qualified Claim. The Claims Administrator shall provide a reasonable opportunity for Qualified Claimants to cure any deficiency in the execution of a Release of Claims or Telecommunications Cable System Easement Deed.

D. Presumption Regarding Competing Claims

1. The following presumption shall apply in the Claims Administrator's determinations regarding competing claims by an adjoining landowner and a non-adjoining landowner:

It shall be presumed that a Class Member who submits a Qualified Claim, determined by the Claims Administrator to be based on fee ownership of real property adjacent to a Right of Way on the Cable Side, owns any and all interests

in the Right of Way on the Cable Side that are not owned by the Right-of-Way Provider, and such presumption may be rebutted only by another Class Member's submission of documents sufficient on their face to show that such Class Member has an interest in the Right of Way on the Cable Side that is superior to that of the Class Member owning the real property adjacent to the Right of Way on the Cable Side. The documentation required to rebut the presumption shall consist of (a) for a Class Member who does not own real property adjacent to the Right of Way, (i) a deed by which the Class Member or that Class Member's predecessor in title conveyed that real property and expressly retained title to the real property underlying the Right of Way and (ii) each document in the chains of title and descent to demonstrate that title to the real property underlying the Right of Way has been transferred to the Class Member; and (b) for a Class Member who owns real property adjacent to the Right of Way but not on the Cable Side, (i) a deed by which the Class Member or the Class Member's predecessor in title obtained title to the real property underlying the entire Right of Way and (ii) each document in the chain of title to demonstrate that title to the real property underlying the entire Right of Way has been transferred to the Class Member.

2. The foregoing presumption is for settlement purposes only, is designed to make claims processing workable and expeditious, and as with other rules and procedures set forth in this Agreement shall not constitute an admission or support any inference that its operation would be appropriate in any other context. Determinations made under this Agreement concerning construction of instruments of conveyance are made only for purposes of allocating Benefits under this Agreement and shall have no effect in any other context, dispute, controversy, proceeding, or action that involves the title of the Right-of-Way Provider.

E. Reconsideration of Claims Administrator's Decisions

Within thirty (30) days of receiving notice from the Claims Administrator of its final determination of a Claim, the Claimant or a Settling Defendant may seek reconsideration of the Claims Administrator's determination by submitting to the Claims Administrator a written response and, if applicable, any supplemental information identified in Section X.B.4 above. Upon receipt, the Claims Administrator shall forward any such response, and, if applicable, any supplemental information, to Settlement Class Counsel and the Settling Defendants. The Claims Administrator shall then review the determination based upon: (1) the information submitted to the Claims Administrator with the Class Member's claim; (2) any documentation or other information submitted by the Claimant or a Settling Defendant under Section X.B.4 above; and (3) any statement submitted by Settlement Class Counsel or any affected Settling Defendant. The Claims Administrator shall, as soon as practical after receipt of the aforementioned information and statements, advise the Claimant, Settlement Class Counsel, and the Settling Defendants of the result of its review of the Claim. The decision of the Claims Administrator shall be final. No further objection may be asserted, no appeal may be taken, and no other request for review may be made to the Claims Administrator, to the Court, or in any other forum.

XI. Exclusive Remedy; Dismissal of Action; Jurisdiction of Court

A. Exclusive Remedy

This Agreement shall provide the exclusive remedy for any and all Settlement Claims of Class Members and for any claims arising out of the subject matter of this Agreement by any Class Member against the Settling Defendants and any and all other Released Parties. No Released Party shall be subject to liability or expense of any kind to any Class Member with respect to any Settlement Claim, except as provided herein. Upon the Effective Date, each and every Class Member shall be forever barred and enjoined from initiating, asserting, or prosecuting any Settlement Claim against the Settling Defendants or any and all other Released Parties, provided, however, that Class Members and the Settling Defendants shall retain the right to enforce the terms of any Telecommunications Cable System Easement Deed granted hereunder. Nothing in this paragraph shall affect a Class Member's retention of rights under this Agreement or otherwise, against a Settling Defendant that is in violation of its obligations under this Agreement, as provided under Section III.A.3.

B. Dismissal of Action

The Parties shall take all necessary and appropriate steps to obtain, upon the Effective Date, the dismissal with prejudice of all Settlement Claims in the Action and in any other pending action in which Settlement Claims have been asserted by any Class Members who have not excluded themselves from the Class.

C. Continuing Jurisdiction of Court

The Court shall retain exclusive and continuing jurisdiction over all Class Members who have not elected to be excluded from the Class, and all Parties named or described in this Agreement to interpret, enforce, and implement the Agreement's terms, conditions, and obligations.

XII. Representations and Warranties

A. Generally

1. Plaintiffs' Counsel represent and warrant that they have the authority to enter into this Agreement on behalf of the Named Plaintiffs, subject to Court approval. This Agreement has been duly and validly executed and delivered by Plaintiffs' Counsel, and, subject to Court approval, constitutes a legal, valid, and binding obligation of the Settlement Class.

2. Each Settling Defendant represents and warrants that it has all requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated thereby; the execution, delivery, and performance by the Settling Defendant of this Agreement and the consummation by the Settling Defendant of the transactions contemplated therein have been duly authorized by all necessary corporate action; and that this Agreement has been duly and validly executed and delivered by the Settling Defendant, and, subject to Court approval, constitutes its legal, valid, and binding obligation.

3. Each of the Settling Defendants warrants and represents that it has engaged in reasonable efforts to Designate for inclusion under this Agreement all Rights of Way that contain fiber-optic cable owned by it at any time prior to Preliminary Approval.

XIII. Miscellaneous Provisions

A. Generally

1. Neither this Agreement, approved or not approved, nor any exhibit, document, Telecommunications Cable System Easement Deed, or instrument delivered thereunder, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement (including determinations by the Claims Administrator) is intended to be or shall be construed as or deemed to be evidence of an admission or concession by a Settling Defendant or any other Released Party of any liability or wrongdoing, or of the truth of any allegations in the Class Complaint or any other complaint, or of the appropriateness of class certification in any other context. No such document, statement, determination, or other matter shall be admissible in evidence for such purpose or for the purpose of estoppel in this or any other proceeding, or shall be useable as legal precedent in any proceeding. Nothing in this Agreement shall be construed to prevent a Released Party from using the Agreement and the Releases and Easements granted under its terms as a defense to the assertion of any Settlement Claims by any Class Member who is not excluded from the Settlement Class or to prevent a Class Member from using the Agreement in connection with enforcement of a Class Member's rights under this Agreement or otherwise as provided under Section III.A.3.

2. The fact of entering into or taking any steps to implement this Agreement, any Telecommunications Cable System Easement Deed, any exhibits thereto, and any negotiations and proceedings related thereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or an estoppel against any Party or any Released Party, a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party or any Released Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Agreement or the provisions of any Telecommunications Cable System Easement Deed, Release of Claims, or Exhibit hereto, or in order to support a defense of *res judicata*, collateral estoppel, or release.

3. Nothing in this Agreement shall be construed to bar, release, or otherwise affect any claims and/or rights a Settling Defendant may have against a Right-of-Way Provider, insurer, or other third-party, *inter alia*, for contribution, indemnification, or insurance benefits; and the Settling Defendants specifically reserve all claims against and rights vis-à-vis such Persons.

4. Subject only to Section X.E, Claims Administrator determinations as to Claim qualification, as well as the provisions contained in the Easement Deed by Court Order in Settlement of Landowner Action and in any Telecommunications Cable System Easement Deeds executed pursuant to this Agreement, shall be final and binding upon the Settling Defendants, the Class Members, and their successors in interest vis-à-vis one another in all actions relating to the

Class Complaint or to the claims resolved and rights created by this Agreement, but not upon other persons or entities not parties to this Agreement, including Right-of-Way Providers.

5. This Agreement, including all Exhibits attached hereto and thereto, constitute the entire agreement by and among the Parties with regard to the subject matter of this Agreement, and shall supersede any previous agreements and understandings between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by all Parties hereto.

6. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity, other than Sprint, Level 3, the Released Parties, the Class Representatives, the Settlement Class, and Class Counsel, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

8. Any notice, request, instruction, or other document to be given by any Party to any other Party (other than class notification) shall be in writing and delivered by messenger or an overnight delivery service as follows:

If to Settling Defendants:

Sprint:	Level 3:
General Counsel	Level 3 Communications, L.L.C.
Sprint Nextel Corporation	Attention: General Counsel
2001 Edmund Halley Drive	1025 Eldorado Boulevard
Reston, VA 20191	Broomfield, CO 80021

If to Class Representatives and/or Settlement Class Counsel: to the person or persons appointed by the Court as Settlement Class Counsel.

9. All applications for Court approval or Court orders required under this Agreement shall be made on notice to all Parties hereto.

10. Whenever the last day to perform any action under this Agreement is a Saturday, Sunday, or legal holiday, the action may be performed on the next day that is not a Saturday, Sunday, or legal holiday.

XIV. Termination of Agreement

This Agreement shall be automatically terminated, without notice, (A) if (1) the Court enters any order by which it declines to enter an Order and Judgment and (2) that order becomes Final or (B) if an appellate court enters an order that precludes the Order and Judgment as described in Section VIII from becoming Final. In the event of termination, all Parties shall be restored to their respective positions immediately prior to execution of this Agreement.

Dated: January 18, 2011

Respectfully submitted,

/s/ Nels Ackerson

Nels Ackerson
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Washington, DC 20006

/s/ Henry J. Price

Henry J. Price
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/s/ Andrew W. Cohen

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**PLAINTIFFS' COUNSEL, COUNSEL FOR THE LITIGATION CLASS CERTIFIED
FOR CLAIMS AGAINST LEVEL 3, AND APPLICANTS TO BE COUNSEL FOR THE
PUTATIVE LITIGATION CLASS THE CLASS COMPLAINT PRAYS TO HAVE
CERTIFIED FOR CLAIMS AGAINST SPRINT**

/s/ Irwin B. Levin

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/s/ Scott D. Gilchrist

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**PLAINTIFFS' COUNSEL AND APPLICANTS TO BE COUNSEL FOR THE PUTATIVE
LITIGATION CLASS THE CLASS COMPLAINT PRAYS TO HAVE CERTIFIED FOR
CLAIMS AGAINST SPRINT**

Counsel for Settling Defendants

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Counsel for Level 3
Communications, LLC, Level 3
Communications, Inc., and Level 3
Telecom Holdings, Inc.

Counsel for Sprint Communications Co. L.P.

EXHIBIT A
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT A
Idaho

FROM CITY	FROM CITY LOCATION	TO CITY	TO CITY LOCATION	CONSTRUCTION DATE	CURRENT RAILROADS (PREDECESSOR RAILROADS)	FEDERAL LAND GRANT	NON-SECTION SEGMENTS
Sprint							
ID / WA Border	South of Hwy 290, West of Post Falls	East of Ponderay	East of MP 113 at Snedden-Roos Property Line	12/1/1988	BNSF	July 2, 1864	Even
East of Ponderay	East of MP 113 at Snedden-Roos Property Line	East of Lake Pend Oreille	MP 107	12/1/1988	BNSF	March 3, 1875	N/A
East of Lake Pend Oreille	MP 107	ID / MT Border	North of Harker Rd, Northwest of Heron, MT	12/1/1988	BNSF	July 2, 1864	Even
Hauser	South of Hwy 53 & N Hauser Lake Rd, BN Mainline Milepost 52.23	Coeur D'Alene	E 6850 Ohio Match Rd, BNSF Milepost 8.3	12/1/1988	BNSF	No	N/A
Level 3							
Parma	S of E Main Ave & N Roswell Blvd	Parma	SW of E Stockton Rd & E Main Ave	9/1/2000	Union Pacific	March 3, 1875	N/A
Notus	NW of US Hwy 26 & 3rd St W	Notus	NE of Notus Rd & Denver Ave	9/1/2000	Union Pacific	March 3, 1875	N/A
NW of Caldwell	N of Riverside St & Roedel Ave	Nampa	W of W Karcher Rd & N Midland Blvd	9/1/2000	Union Pacific	March 3, 1875	N/A

EXHIBIT A
Idaho

FROM CITY	FROM CITY LOCATION	TO CITY	TO CITY LOCATION	CONSTRUCTION DATE	CURRENT RAILROADS (PREDECESSOR RAILROADS)	FEDERAL LAND GRANT	NON-SECTION SEGMENTS
Nampa	E of Karcher Rd & N 20th St	Boise City	SW of Sunrise Rim Rd & Gekeler Ln	9/1/2000	Union Pacific	March 3, 1875	N/A
SE of Kuna	E of Pleasant Valley Rd (T01N-R02E-16)	Glenns Ferry	NW of E Idaho Ave & N Custer St	6/29/2000	Union Pacific	March 3, 1875	N/A
W of Bliss	W of US Hwy 30 (T06S-R12E-01)	E of Gooding	SW of E 1700 S & S 2300 E	6/29/2000	Union Pacific	March 3, 1875	N/A
W of Shashone	N of Pole Line Rd (R05S-T16E-29)	NW of Minidoka	N of 400 West Rd & W State Hwy 24	6/29/2000	Union Pacific	March 3, 1875	N/A

EXHIBIT B
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO**

DENNIS KOYLE, CHARLES K. TURNER, and)	
the CARAVELLE CORPORATION, INC. on)	Case No. CIV-01-0286-S-BLW
behalf of themselves and all others similarly)	
situated,)	
)	
Plaintiffs,)	ORDER CERTIFYING
)	SETTLEMENT CLASS,
v.)	PRELIMINARILY APPROVING
)	CLASS-ACTION SETTLEMENT,
LEVEL 3 COMMUNICATIONS, INC.,)	AND APPROVING FORM AND
a Delaware Corporation, LEVEL 3)	MANNER OF NOTICE
COMMUNICATIONS, LLC, a Delaware Limited)	
Liability Corporation, LEVEL 3 TELECOM)	
HOLDINGS, INC., a Delaware Corporation, and)	
SPRINT COMMUNICATIONS COMPANY,)	
L.P., a Delaware Limited Partnership,)	
)	
Defendants.)	

Counsel for Plaintiffs and Defendants have moved under Federal Rules of Civil Procedure 23(b) and (e) for an order: (1) certifying a settlement class; (2) preliminarily approving a class settlement on the terms and conditions set forth in the Idaho Class Settlement Agreement (the "Settlement Agreement"); and (3) approving forms and a program for class notice. Terms capitalized herein and not defined shall have the meanings ascribed to them in the Settlement Agreement. The Court has reviewed and considered all papers filed in connection with the motion, including the Settlement Agreement, and all exhibits annexed thereto, and has heard the presentations of counsel appearing with respect thereto. On the basis thereof, and on all of the files, records, and proceedings herein,

IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over the subject matter of this Action and jurisdiction over the Parties.

2. For settlement purposes only, this action may be maintained as a class action under Federal Rule of Civil Procedure 23 on behalf of a class under the Settlement Agreement (the “Settlement Class”), defined as follows:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that “Settlement Class” or “Class” does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

3. In light of the agreement to settle the Action and the resulting elimination of individual issues that may otherwise have precluded certification of a class, the prerequisites to class certification under Rule 23(a) are satisfied, to-wit:

a. The Settlement Class is so numerous that joinder of all members is impracticable;

b. There are questions of law and fact common to members of the Settlement Class, including the central question of their right to compensation for Settling Defendants’ occupation of Rights of Way with Telecommunications Cable Systems;

c. The claims of the following named Plaintiffs are typical of the claims of the Settlement Class members: Dennis Koyle, Charles K. Turner, and the Caravelle Corporation, Inc.

d. Each Plaintiff, represented by counsel experienced in complex litigation, will fairly and adequately protect the interests of the Settlement Class.

4. In light of the agreement to settle the Action and the resulting elimination of individual issues that the Settling Defendants contend precludes certification of a class, the

questions of law and fact common to all members of the Settlement Class predominate over questions affecting only individual members of that Class, and certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of this controversy, satisfying Rule 23(b)(3).

5. If the Settlement Agreement is not finally approved by the Court or for any reason does not become effective, the Settlement Class shall be decertified, all Parties' rights to litigate all class issues will be restored to the same extent as if the Settlement Agreement had never been entered into, and no Party shall assert that another Party is estopped to take any position relating to class certification.

6. The following named Plaintiffs in the Class-Action Complaint filed in this action (the "Complaint") are hereby designated as the Class Representatives for the Settlement Class: Dennis Koyle, Charles K. Turner, and the Caravelle Corporation, Inc.

7. In accordance with the Settlement Agreement, [TBD by the Court] are designated and authorized to act as Settlement Class Counsel.

8. The terms and conditions set forth in the Settlement Agreement, including the provision for substantial cash payments to be made by the Settling Defendants to Class Members who become Qualified Claimants in return for the Release of Claims and conveyance of Telecommunications Cable System Easement Deeds, place the Settlement Agreement within the range of fair and reasonable settlements, making appropriate further consideration at a hearing held pursuant to notice to the Settlement Class. The Court therefore preliminarily approves the Settlement Agreement and directs the parties to perform and satisfy the terms and conditions of the Settlement Agreement that are thereby triggered.

9. A hearing (the “Fairness Hearing”) shall be held on _____, 2011 (no sooner than forty-five (45) days after the Claims Administrator reports to the Settling Defendants and Settlement Class Counsel under Section V.A.3 of the Settlement Agreement), before the undersigned in Courtroom_____. The date of the Fairness Hearing will be included in the Notice and Summary Notice. The purpose of the Fairness Hearing will be to (a) determine whether the proposed Settlement Agreement is fair, reasonable, and adequate, and should be finally approved; (b) determine whether an order and judgment should be entered dismissing the claims of the Settlement Class Members and bringing the litigation of those claims to a conclusion; and (c) consider other Settlement-related matters and appropriate attorneys’ fees. The Court may adjourn, continue, and reconvene the Fairness Hearing pursuant to oral announcement without further notice to the Class Members, and the Court may consider and grant final approval of the Settlement Agreement, with or without minor modification, and without further notice to Class Members.

10. The Court appoints Rust Consulting, Inc., of Minneapolis, Minnesota, to serve as Claims Administrator.

11. The Court approves as to form the Notice of Class Action, Proposed Settlement, and Settlement Hearing (the “Notice”), and the Summary Notice, attached to the Settlement Agreement, as Exhibits C and D, respectively. The Court also approves the method of directing notice to Class Members, as set forth in paragraphs 12 and 13 below.

12. Within thirty (30) days after the Claims Administrator’s receipt of all available information identifying members of the Settlement Class, who currently own real property that underlies, adjoins, or includes a Right of Way on the Cable Side, the Claims Administrator shall prepare and cause individual copies of the Notice to be sent by United States Mail, first class

postage prepaid, to each such identified Class Member. The Claims Administrator also shall mail copies of the Notice to any other potential Class Members that request copies or that otherwise come to its attention.

13. As soon as publication schedules practically permit, but no sooner than five (5) days after the initial mailing of the Notice, the Claims Administrator shall cause the Summary Notice, the content of which shall be substantially as set forth in Exhibit D to the Settlement Agreement, to be published, as set forth in the plan of publication contained in the Affidavit of Katherine Kinsella, which the parties filed on January 18, 2011.

14. The Court finds that the foregoing plan for notice to Class Members will provide the best notice practicable under the circumstances, and is in compliance with the requirements of Rule 23 and applicable standards of due process.

15. Prior to the Fairness Hearing, counsel for Defendants and Settlement Class Counsel shall jointly file with the Court an affidavit from a representative of the Claims Administrator confirming that the plan for disseminating the Notice and the Summary Notice has been accomplished in accordance with the provisions of paragraphs 11 and 12 above.

16. Members of the Settlement Class who wish to exclude themselves from the Class must request exclusion by _____, 2011 (forty-five (45) days after the mailing of Notice) and in accordance with the instructions set forth in the Notice. Class Members who do not submit timely and valid requests for exclusion will be bound by the terms of the Settlement Agreement in the event it is approved by the Court and becomes effective, and by any orders and judgments subsequently entered in the Action, whether favorable or unfavorable, regardless of whether they submit a Claim Form to the Claims Administrator. Class Members who submit timely and valid requests for exclusion will not be bound by the terms of the Settlement

Agreement or by any orders or judgments subsequently entered in the Action, and they may not submit a Claim Form to the Claims Administrator.

17. This Court finds that it has the authority under Federal Rule of Civil Procedure 70 and as provided in the Settlement Agreement to direct all Class Members who own a current interest in a Qualifying Parcel and who have not requested exclusion from a Settlement Class, regardless of whether they file a Claim Form for Landowner Benefits, to grant a Claims Administrator Telecommunications Cable System Easement Deed to the Settling Defendants, as provided in the Settlement Agreement. Class Members shall be advised in the Notice and Summary Notice of the Court's authority to convey a Claims Administrator Telecommunications Cable System Easement Deed, unless they exclude themselves from the Settlement Classes.

18. Class Members who do not request exclusion may submit written comments on or objections to the Settlement Agreement or other Settlement-related matters (including attorneys' fees) on or before _____, 2011 (forty-five (45) days after the mailing of Notice). Any Class Member who has not requested exclusion may also attend the Fairness Hearing, in person or through counsel, and if the Class Member has submitted written objections, may pursue those objections. No Class Member, however, shall be entitled to contest the foregoing matter in writing and/or at the Fairness Hearing unless the Class Member has served and filed by first-class mail, postage prepaid and postmarked no later than _____, 2011 (forty-five (45) days after the mailing of Notice), copies of the statement of objection, together with any supporting brief and all other papers the Class Member wishes the Court to consider (which must include the name and number of this case), and a notice of appearance from any counsel for the Class Member who intends to appear at the Fairness Hearing, provided, however, that counsel is not necessary as the Class Member may appear and personally object. Any such objection, brief,

notice of appearance, or other related document must be filed with the Court at the following address:

U.S. District Court for the District of Idaho
Clerk's Office
550 W. Fort St.
Boise, ID 83724

and served on the following representative of Settlement Class Counsel:

Fiber Optic Class Counsel
P.O. BOX XXX
Indianapolis, IN 46204

and on the following representative of the Settling Defendants:

Emmett Logan
STINSON MORRISON HECKER, LLP
1201 Walnut, No. 2900
Kansas City, MO 64106-2150

Each statement of objection must identify (a) the name and address of the Class Member, (b) the name and address of the Class Member's counsel, if any, and, (c) in order to confirm Settlement Class membership, the legal description of the Class Member's Qualifying Parcel. Unless otherwise directed by the Court, any Class Member who does not submit a statement of objection in the manner specified above will be deemed to have waived any such objection.

19. All papers in support of the proposed Settlement Agreement shall be filed at least thirty (30) days prior to the Fairness Hearing. Settlement Class Counsel shall file their application for an award of attorneys' fees, costs, and class representative service fees, at least thirty (30) days prior to the Fairness Hearing.

20. During the Court's consideration of the Settlement Agreement and pending further order of the Court, all proceedings in this Action, other than proceedings necessary to

carry out the terms and provisions of the Settlement Agreement, or as otherwise directed by the Court, are hereby stayed and suspended.

21. If the proposed Settlement Agreement is not approved by the Court or for any reason do not become effective, the Settlement Agreement will be regarded as nullified, certification of the Settlement Classes for settlement purposes will be vacated, and the steps and actions taken in connection with the proposed Settlements (including this Order (except as to this paragraph) and any judgment entered herein) shall become void and have no further force or effect. In such event, the parties and their counsel shall take such steps as may be appropriate to restore the pre-settlement status of the litigation.

22. Neither the Settlement Agreement nor the provisions contained therein, nor any negotiations, statements, or proceedings in connection therewith shall be construed, or deemed to be evidence of, an admission or concession on the part of any of the Plaintiffs, Settlement Class Counsel, the Settling Defendants, any Class Member, or any other person, of any liability or wrongdoing by any of them, or of any lack of merit in their claims or defenses, or of any position on whether any claims may or may not be certified as part of a class action for litigation purposes.

23. The court retains jurisdiction over this action, the Parties, and all matters relating to the Settlement Agreement.

Dated: _____, 2011

The Honorable B. Lynn Winmill
Chief Judge
United States District Court

EXHIBIT C
TO IDAHO CLASS SETTLEMENT AGREEMENT

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF IDAHO

If You Own or Owned Land Under or Next to Railroad Rights of Way In Idaho Where Fiber-Optic Cable was Installed,

You Could Receive Money from a Class Action Settlement.

A right of way is the land over which the railroad operates.

A federal Court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action involving land next to or under railroad rights of way where Sprint and Level 3 Communications (“Defendants”) have installed Telecommunications Facilities (such as fiber-optic, copper, or coaxial cables for the transmission of voice or data). The Settlement resolves litigation over whether the Defendants had the right to install Telecommunications Facilities within the railroad rights of way without the consent of people who own land next to or under the rights of way.
- The Settlement will pay landowners’ claims and provide the Defendants certain telecommunications easement rights in the rights of way.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a payment. Claim Forms will be mailed after the Court grants final approval to the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no money from the Settlement. This is the only option that allows you to ever be part of any other lawsuit against the Defendants about the legal claims in this case. Current landowners avoid giving Defendants an Easement (<i>see</i> Questions 17 and 21).
OBJECT	If you do not exclude yourself, you may write to the Court about why you don’t like the Settlement.
GO TO A HEARING	If you object, you also may ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up rights to ever sue the Defendants or the railroads about the legal claims in this case. Current landowners will be subject to an Easement (<i>see</i> Question 17).

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

Questions? Call 1-800-000-0000 or Visit www._____.com

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Questions? Call 1-800-000-0000 or Visit www._____.com

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of the case is the United States District Court for the District of Idaho, and the case is called *Koyle v. Level 3 Communications, Inc.*, No. 01-0286-S-BLW. The people who sued are called the Plaintiffs, and the companies they sued, Sprint and Level 3 Communications, are called the Defendants.

2. What is this lawsuit about?

Beginning in the 1980s, the Defendants or their predecessors buried fiber-optic cable and installed related telecommunications equipment within railroad rights of way across the United States. Defendants did so with the consent of the railroads. The Plaintiffs claim that the Defendants were also required to get consent from adjoining landowners before installing Telecommunications Facilities (such as fiber-optic, copper, or coaxial cables for the transmission of voice or data) in the railroad rights of way.

Railroads have differing levels of property rights in connection with the rights of way. The issue in this litigation is whether the railroads have enough rights to permit the Defendants to put Telecommunications Facilities in the rights of way without getting permission from owners of land next to or under the rights of way.

The Defendants claim the railroads had the right to allow them to install Telecommunications Facilities without the need for further permission from landowners. The Defendants deny they did anything wrong.

3. What is the status of the previous settlement?

You may recall seeing an earlier notice in August and September 2008 about a settlement in *Kingsborough v. Sprint Communications* that involved the same claims as this case. The *Kingsborough* court decided it did not have the power to decide whether that settlement should be approved. The parties then negotiated this new settlement and are presenting it to this Court for approval.

4. Why is this a class action?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. A judge can determine that people who have similar claims are members of a class, except for those who exclude themselves from the class. U.S. District Judge B. Lynn Winmill in the United States District Court for the District of Idaho is in charge of this class action.

Questions? Call 1-800-000-0000 or Visit www._____.com

5. Why is there a Settlement?

There has been no trial. Instead, the Plaintiffs and the Defendants agreed to settle to avoid the costs and risks of trial. The Settlement provides the opportunity for payment to Class Members. In exchange, under the Settlement, Class Members give the Defendants an Easement in the railroad right of way. An easement permits a person to use property for a stated purpose. The Easement given through the Settlement will be for Telecommunications Facilities and is described more fully in Question 17.

WHO IS IN THE SETTLEMENT

To see if you can get money from the Settlement, you first have to determine if you are a Class Member.

6. How do I know if I am part of the Settlement?

You are a member of the Settlement Class if you own or co-own (or formerly owned or co-owned) land in the following Counties: Minidoka, Lincoln, Gooding, Elmore, Ada, Canyon, Kootenai, and Bonner that is next to or under a railroad right of way where Telecommunications Facilities have been installed by Sprint and Level 3. This land is referred to as “Covered Property.”

7. Are there exceptions to being included?

You are not a Class Member if you are:

- A national, state, or local governmental entity,
- A railroad or a railroad-affiliated entity, or
- A Native American nation or tribe.

If you exclude yourself from the Settlement you are also not included in the Class (*see* Question 21).

8. How do I determine if I’m in the Settlement Class?

If you received this notice in the mail without requesting it, land records show you may be affected by this case. You can go to www._____.com to see the description of the rights of way that are included in the Settlement. If you are still not sure if you are in the Settlement Class, you can call 1-800-000-0000 to see if your property is included in the Settlement.

9. What should I do if I move or sell my property?

If you move after receiving this notice and before the Settlement is finalized, in order to receive additional important notices, you must call the Claims Administrator at 1-800-000-0000 and give your new address. If you sell your property after receiving this notice and before the Settlement is finalized, you should inform the new owner of your decision whether to remain in the Class or

Questions? Call 1-800-000-0000 or Visit www._____.com

to opt out of it because the new owner will be bound by your decision. You should also call the Claims Administrator and give the name of the new owner.

THE SETTLEMENT

10. What does the Settlement provide?

A Settlement Agreement, available at the website, at www._____.com, describes the details about the Settlement. Generally, the Settlement will pay valid claims from Class Members. Also, as a result of the Settlement, the Defendants' easements will include the right to install and use Telecommunications Facilities, as described in section IV. on page 17 of the Settlement Agreement.

11. What can I get from the Settlement?

The Settlement will provide cash payments to those who qualify. The amount of your payment will be based on the length of fiber-optic cable on your property, according to the formulas below. **You do not need to know how to use these formulas. Your payment will be determined for you at a later date.** This information is provided to you to help you understand the potential value of the Settlement.

Your payment will depend on a number of factors, including:

- How many feet of property you own next to the railroad right of way,
- How long you owned the property,
- How the railroad got its property rights, and
- How many people co-own the property with you.

BENEFIT LEVELS—PAYMENT FORMULAS

There are four different formulas. In calculating your benefit it is important to know whether your property is in a Land Grant Corridor. If you received this notice in the mail, without requesting it, you can find this information on the front of the envelope. You can also go to www._____.com to see whether your property is in a Land Grant Corridor. If you are still not sure, you can call 1-800-000-0000. The documents that must be submitted for each benefit level are described in the Claim Forms that will be distributed to Class Members if the Court approves the Settlement.

State Benefits – If your property is included in the Settlement but is **not** located in a Land Grant Corridor, you are eligible to receive State Benefits.

- If you owned the property for the entire Compensation Period, your payment would be \$2.28 per foot.

Pre-1875 Land Grant Non-Section Benefits – If your property is in a Pre-1875 Settlement Non-Section Corridor, you have two benefit options:

Questions? Call 1-800-000-0000 or Visit www._____.com

- **Pre-1875 Land Grant Non-Section** – If you owned the property for the entire Compensation Period, your payment would be \$.26 per foot.
- **State Benefits** – You can try and get a larger payment if you can prove that an earlier owner of your property obtained rights to it before the railroad got its right to use the property for railroad purposes. If you owned the property for the entire Compensation Period, your payment would be \$2.28 per foot.

Pre-1875 Federal Land Grant Section Benefits - If your property is in a Pre-1875 Settlement Section Corridor, you have two benefit options:

- **Pre-1875 Land Grant Section** – If you owned the property for the entire Compensation Period, your payment would be \$.13 per foot.
- **State Benefits** – You can try and get a larger payment if you can show that an earlier owner of your property obtained rights to it before the railroad got its right to use the property for railroad purposes. If you owned the property for the entire Compensation Period, your payment would be \$2.28 per foot.

1875 Federal Land Grant Benefits - If your property is in an 1875 Settlement Corridor, you have two benefit options:

- **1875 Land Grant** – If you owned the property for the entire Compensation Period, your payment would be \$1.25 per foot.
- **State Benefits** – You can try and get a larger payment if you can show that an earlier owner of your property obtained rights to it before the railroad got its right to use the property for railroad purposes. If you owned the property for the entire Compensation Period, your payment would be \$2.28 per foot.

12. Why are there different benefit levels?

Over time, railroads acquired land in different ways. How broad a railroad's property rights are depends on how it got the land for its tracks and when it got the rights. The broader the railroad's property rights, the less likely it is that the Defendant telecommunications company needed permission from adjoining landowners to install its fiber-optic cable.

In the Settlement, the Defendants pay landowners different amounts depending on how and when the railroad got its property rights because these factors affect how broad or narrow the railroad's rights are.

13. What if I did not own my property for the entire time?

In some instances, a property has current and former owners. Your payment would be based on the proportionate period of your ownership during the Compensation Period. The start of the Compensation Period varies. You can find the start of the Compensation Period for the right of way next to your property at www._____.com.

The Compensation Period ends 60 days after the "Effective Date." The Effective Date is the later of: (1) the date on which the Settlement becomes final; (2) the date on which an order awarding attorneys' fees becomes final (*see* Question 25); and (3) the date on which all periods during which any parties to the Settlement Agreement may exercise a right of withdrawal has expired. See the Settlement Agreement at www._____.com for more details.

Questions? Call 1-800-000-0000 or Visit www._____.com

14. What if I inherited my property?

If you inherited your property, along with any property-based claims that were owned by your deceased relative, you will be able to count any period of ownership by your deceased relative. For example, if you owned the property for 12 months and your relative owned the property for 24 months during the Compensation Period your payment will be based on 36 months. Please note you will need to provide the Claims Administrator with a personal representative's deed or beneficiary's deed showing you acquired your property by inheritance. You will also need to provide a deed or certificate of title that reflects your relative's acquisition of the property.

15. What if there are multiple owners of my property?

If you file a valid claim, the Claims Administrator will write a single check payable to all co-owners of the property. The check will be mailed in care of the person to whom this Notice was mailed.

If your ownership of the Covered Property has changed during the Compensation Period, then each owner or group of co-owners (including estates) must submit a separate Claim Form for each period of ownership. Ownership may change, for example, through a transfer between family members, by or to a related corporation, or to a trust, or through the addition or deletion of co-owners.

16. What am I giving up to stay in the Class?

Unless you exclude yourself from the Settlement (*see* Question 21), you can't sue, continue to sue, or be part of any other lawsuit against the Defendants or the railroads to obtain any recovery as a result of a Defendant putting fiber optic cable in the right of way next to your property. It also means that all of the Court's decisions will bind you. In addition, if you are a current landowner, as a condition of payment, you will be required to submit a signed Easement (*see* Question 17).

17. What is the Easement?

The lawsuit is about whether Defendants received from the railroads sufficient rights to use the railroad right of way next to your property for Telecommunications Facilities. That issue has not been resolved. The Easement will grant any rights the Defendants don't already have to use the right of way for Telecommunications Facilities. It will be granted to the Defendants that have already placed Telecommunications Facilities in the applicable right of way. The right of way usually extends a significant distance on either side of the railroad tracks. The Easement will:

- Cover a portion of the right of way adjoining your property, encompassing where the existing Telecommunications Facilities are buried or located,
- Allow the Defendants, if they don't already have the right to do so, to maintain, operate, repair, and relocate existing Telecommunications Facilities and to install additional Telecommunications Facilities within the Easement area,

Questions? Call 1-800-000-0000 or Visit www._____.com

- Allow the Defendants access to the right of way by using existing private roads when access from public or railroad roads or the adjoining right of way is not practical,
- **Not** allow the Defendants to add or substantially expand buildings on the right of way, and
- **Not** allow the Defendants to add microwave or cell towers.

You can read and download the Easement Deed at www.____.com or call 1-800-000-0000 to request a copy. You should not sign the Easement Deed now. Instead, the Easement Deed forms will be distributed to Class Members after the Court has approved the Settlement and a valid claim is made.

Note: If you are a current landowner and do not exclude yourself from the Settlement you will automatically grant an Easement in the railroad right of way next to your land. The Court will authorize the Claims Administrator to sign an Easement Deed on your behalf if you do not sign the Easement Deed.

THE CLAIMS PROCESS

18. How can I get a payment?

You don't have to do anything now. If the Settlement receives final approval, Class Members who received this notice in the mail will receive a Claim Form automatically. You can view the different Claim Forms at the website. Please note that you will not be able to submit a claim until after the Court grants final approval to the Settlement.

When you receive your Claim Form, you will need to complete it and supply the Claims Administrator with proof of your ownership of each parcel of property. There may be additional required documents based on the Level of Benefits you are applying for. Please carefully read the Claim Forms. If you still have questions about documentation requirements, you can call 1-800-000-0000.

19. When will I get my payment?

The Court will hold a hearing on **Month 00, 2011** to decide whether to give final approval to the Settlement (*see* Question 28). If the Court approves the Settlement, anyone in the Claims Administrator's database will be sent a Claim Form to complete and return to the Claims Administrator. After your claim is received, the Claims Administrator will determine if you qualify for payment. If you do, the Claims Administrator will send a Release of Claims to you as well as an Easement Deed to current landowners.

An appeal after the Court approves the Settlement may cause additional time delays. Claim Forms will not be distributed and payments will not be made while an appeal is pending. The amount of time an appeal takes is always uncertain, but can be more than a year. Please check the website periodically for updates on this case.

Questions? Call 1-800-000-0000 or Visit www.____.com

20. What if I disagree with the amount of my payment?

There is a process in the Settlement to resolve disagreements over whether you are eligible. If you file a claim you will get further details in the letter you receive about your eligibility. You have the right to ask the Claims Administrator to reconsider the decision on your claim. Please review the letter carefully when you receive it because there are specific time limitations regarding the reconsideration process. More details are available in the Settlement Agreement, which is available at www._____.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Defendants or the railroads on your own about the issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as opting out of the Class. This is the only way to avoid giving an Easement to the Defendants (*see* Question 17).

21. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your name and address,
- The names and current addresses of any co-owners of land you own or owned next to or under a railroad right of way,
- A statement saying that you want to be excluded from the Settlement Class,
- The legal description contained in the deed to your land or other description and address of the land that is next to or under a railroad right of way, including your estimate, if possible, of the length (in feet) of the right of way next to your land, and
- Your signature.

You must mail your exclusion request, postmarked no later than **Month 00, 2011**, to:

Fiber-Optic Cable Litigation Exclusions
P.O. Box **0000**
City, MN 00000-0000

22. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the Defendants or the railroads for the claims that the Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

23. If I exclude myself from the Settlement, can I still get a payment?

No. You will not get any money if you exclude yourself from the Settlement. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

Questions? Call 1-800-000-0000 or Visit www._____.com

THE LAWYERS REPRESENTING YOU**24. Do I have a lawyer in the case?**

Yes. The Court has appointed the lawyers and firms listed below as “Class Counsel,” meaning that they were appointed to represent you and all Class Members:

Nels Ackerson ACKERSON KAUFFMAN FEX, P.C. 1250 H Street, NW, Suite 850 Washington, DC 20005	Henry J. Price PRICE, WAICUKAUSKI & RILEY, LLC 301 Massachusetts Avenue Indianapolis, IN 46204
Kathleen C. Kauffman ACKERSON KAUFFMAN FEX, P.C. 1250 H Street, NW, Suite 850 Washington, DC 20005	Dan Millea ZELLE, HOFMANN, VOELBEL, MASON LLP 500 Washington Avenue South, Suite 4000 Minneapolis, MN 55415
Irwin B. Levin COHEN & MALAD, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204	Andrew W. Cohen KOONZ, MCKENNEY, JOHNSON, DEPAOLIS & LIGHTFOOT, L.L.P. 2001 Pennsylvania Avenue, N.W. Suite 450 Washington, DC 20006
Scott D. Gilchrist COHEN & MALAD, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204	Brad P. Miller, ISB No. 3630 HAWLEY TROXELL ENNIS & HAWLEY LLP 877 Main Street, Suite 1000 P.O. Box 1617 Boise, ID 83701-1617

[SUBJECT TO APPROVAL OF THE COURT.]

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

25. How will the lawyers be paid?

The Court will decide how much Class Counsel and any other lawyers will be paid. Class Counsel will ask the Court for attorneys’ fees, costs and expenses of \$426,000. Other lawyers may make fee applications. Class Counsel will also request that amounts ranging from \$1,300 to \$3,200 be paid to each of the Class Representatives who helped the lawyers on behalf of the whole Class. The Defendants will separately pay these fees and expenses and the payment will not reduce the benefits available for the Class.

OBJECTING TO THE SETTLEMENT**26. How do I tell the Court that I don’t like the Settlement?**

Questions? Call 1-800-000-0000 or Visit www._____.com

If you are a Class Member, you can object to the Settlement or to requests for fees and expenses by Class Counsel or any other lawyers. To object, you must send a letter that includes the following:

- Your name and address,
- The title of the case, *Koyle v. Level 3 Communications, Inc.*, No. 01-0286-S-BLW,
- A statement saying that you object to *Koyle v. Level 3 Communications, Inc.*,
- The reasons you object, and
- Your signature.

Your objection, along with any supporting material you wish to submit, must be mailed and postmarked no later than **Month 00, 2011**, to the following four addresses:

Claims Administrator	Court
Fiber-Optic Cable Litigation P.O. Box 0000 City, MN Zip	Clerk of the Court United States District Court United States Courthouse
Class Counsel	Defense Counsel
Fiber-Optic Cable Litigation Class Counsel P.O. Box 000 Indianapolis, IN 46204	J. Emmett Logan Stinson Morrison Hecker L.L.P. 1201 Walnut #2900 Kansas City, MO 64106-2150

27. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and, if you have submitted a written objection and a Notice of Intention to Appear, you may ask to speak, but you don’t have to.

28. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at Time x.m. on **Month 00, 2011**, at the United States District Court for the District of Idaho, located at _____. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.____.com. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and Class Representatives. If there are

Questions? Call 1-800-000-0000 or Visit www.____.com

objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

29. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Winmill may have. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, to the proper address, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

30. May I speak at the hearing?

If you submitted a written objection you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your name and address,
- The title of the case,
- A statement that this is your "Notice of Intention to Appear", and
- Your signature.

You must mail your Notice of Intention to Appear, postmarked no later than **Month 00, 2011**, to the four addresses in Question 26.

IF YOU DO NOTHING

31. What happens if I do nothing at all?

If you received this notice in the mail, a Claim Form will automatically be mailed to you after the Court grants final approval to the Settlement. If you do not file a claim, you will not get any money from the Settlement.

GETTING MORE INFORMATION

32. How do I get more information?

You can visit the website at www._____.com, where you will find answers to common questions about the Settlement and other information to help you determine whether you are a Class Member and whether you are eligible for a payment. If you still have questions, you can call 1-800-000-0000 toll free or write to Fiber-Optic Cable Litigation, P.O. Box 0000, City, ST 00000-0000.

Questions? Call 1-800-000-0000 or Visit www._____.com

EXHIBIT D
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT D

If You Own or Owned Land Under or Next to Railroad Rights of Way In Idaho Where Fiber Optic Cable was Installed You Could Receive Money from a Class Action Settlement

A Settlement has been reached in a class action lawsuit challenging the installation of fiber optic cable within railroad Rights of Way. Under the Settlement, Sprint or Level 3 (together called the “Defendants”) will pay valid claims for landowners in Idaho who own or owned land next to or under railroad Rights of Way where fiber optic cable owned by Sprint or Level 3 is buried.

Who is Included?

Class Members include current or previous owners of land next to or under a railroad Right of Way at any time since the cable was installed in the following Counties: Minidoka, Lincoln, Gooding, Elmore, Ada, Canyon, Kootenai, and Bonner. To find when fiber optic cable was installed in a particular Right of Way, visit www.xxxxxxxx.com. If you still have questions call 1-800-555-5555.

What are the Proposed Settlement Terms?

Class Members who submit a valid claim will receive cash based on factors that include: (a) the length of the Right of Way where the cable is installed, (b) the length of time they owned the property, and (c) whether the Right of Way was created by a federal land grant. The Settlement provides Defendants with a permanent Telecommunications Easement. The Easement will grant any rights the Defendants don’t already have to use the Right of Way for Telecommunications Facilities.

What are Class Member Rights?

- If you stay in the Class, you will have an opportunity to claim cash benefits. You can’t sue Defendants or the railroads in the future for any claims in this lawsuit, and a Telecommunications Easement will be granted on the railroad Right of Way next to or through your property. If you think you are a member of the Class, but did not receive a mailed notice, call 1-800-555-5555.
- You can exclude yourself from the Class. This means you cannot file a claim for cash benefits but will keep the right to sue the Defendants in the future.
- You can object to all or part of the Settlement if you remain in the Class.
- Exclusions and objections must be filed in writing by **Month Date Year**.

Who Represents Class Members?

Class Counsel have been appointed by the Court to represent you. Class Counsel will request an award of attorneys’ fees up to \$426,000, to be paid by Defendants. If you wish, you or your own attorney may ask to appear and speak at the hearing at your own cost.

Will an Approval Hearing be Held?

Yes, a hearing will be held on **Month Date Year**, at the United States Courthouse,

_____.

For More Information: Visit www._____.com or call 1-800-000-0000

EXHIBIT E
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT E

DENNIS KOYLE, CHARLES K. TURNER, and)
the CARAVELLE CORPORATION, INC. on)
behalf of themselves and all others similarly)
situated,)

Plaintiffs,)

v.)

LEVEL 3 COMMUNICATIONS, INC.,)
a Delaware Corporation, LEVEL 3)
COMMUNICATIONS, LLC, a Delaware Limited)
Liability Corporation, LEVEL 3 TELECOM)
HOLDINGS, INC., a Delaware Corporation, and)
SPRINT COMMUNICATIONS COMPANY,)
L.P., a Delaware Limited Partnership,)

Defendants.)

Case No. CIV-01-0286-S-BLW

**ORDER AND JUDGMENT
APPROVING CLASS-ACTION
SETTLEMENT, AND DIRECTING
NOTICE OF FINAL APPROVAL**

WHEREAS, the parties to the above-captioned class action (the “Action”) entered into an Idaho Class Settlement Agreement (the “Settlement Agreement”), as of January 18, 2011 (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement); and

WHEREAS, Settling Defendants and the Plaintiffs in the Action moved under Federal Rule of Civil Procedure 23(b) for an order certifying the class for settlement purposes, and under Rule 23(e) for an order preliminarily approving the proposed settlement of the Class Members’ claims in accordance with the Settlement Agreement and approving the form and plan of notice as set forth in the Settlement Agreement;

WHEREAS, in its Order entered on __, 2011 (the “Preliminary Approval Order”), the Court provisionally ordered that this Action may be settled as a class action on behalf of the following class:

A class (the “Settlement Class”) defined as:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that “Settlement Class” or “Class” does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

WHEREAS, the Preliminary Approval Order also approved the forms of notice of the Settlement to Class Members and directed that appropriate notice of the Settlement be given to Class Members;

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order: (1) the Settlement Administrator caused to be mailed to Class Members the Notice of Class Action, Proposed Settlement, and Settlement Hearing (“Notice”) dated _____, 2011 and caused to be published the Summary Notice of Class Action, Proposed Settlement, and Settlement Hearing (“Summary Notice”); (2) an Affidavit of Mailing and Publication of the Notice and Publication of the Summary Notice was filed with the Court prior to this hearing; and (3) the Affidavit of Mailing and Publication filed with this Court demonstrates compliance with the Preliminary Approval Order with respect to the Notice and the Summary Notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, on _____, 2011 at ____:____, this Court held a hearing on whether the Settlement Agreement is fair, reasonable, adequate and in the best interests of the Class (the “Fairness Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of counsel for the Parties and of such persons as chose to appear at the Fairness Hearing; having considered all of the files, records, and proceedings in the Action, the benefits to the Class under the Settlement Agreement, and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The Court has subject-matter jurisdiction over the subject matter of the Action, and personal jurisdiction over the Plaintiffs, Class Members, and the Settling Defendants.
2. The Plaintiffs and their counsel fairly and adequately represent the interests of the Class Members in connection with the Settlement Agreement.
3. The Settlement Agreement is the product of good-faith, arm's-length negotiations by the Class Representatives and their counsel, and Settling Defendants and their counsel, and the representatives of the Settlement Class and Settling Defendants were represented by capable and experienced counsel.
4. The form, content, and method of dissemination of the notice given to Class Members, including both published notice and individual notice to all Class Members who could be identified through reasonable effort, were adequate and reasonable and constituted the best notice practicable under the circumstances.
5. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of Class Members, and is approved in all respects, and the parties are directed to perform and satisfy the terms and conditions of the Settlement Agreement.
6. Class Members shall be permitted to make claims for the benefits described in the Settlement Agreement, subject to the conditions and limitations stated herein.

7. The certification of the Settlement Class, under Rules 23(b)(3) and 23(e), solely for settlement purposes, is hereby confirmed.

8. The notice, as given, complied with the requirements of Rule 23, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth therein.

9. After this Order and Judgment has become Final, an order awarding attorneys' fees to Settlement Class Counsel with respect to the Settlement Agreement becomes Final, and all periods during which any Party to the Settlement Agreement may exercise a right of withdrawal have expired (hereafter "the Effective Date"), the Settling Defendants and all other Released Parties, including, without limitation, the Right-of-Way Providers listed in Exhibit L to the Settlement Agreement, a copy of which is attached hereto and incorporated by reference herein, shall be released from any and all Settlement Claims that any Class Member had, has, or may have in the future, against the Settling Defendants or any other Released Party. This Release may be enforced by any Released Party.

10. All Settlement Claims of any Class Member (and the successors in interest of all members of the Settlement Class) are hereby dismissed. Upon the Effective Date, such dismissal shall be with prejudice.

11. Upon the Effective Date, all Class Members (and the successors in interest of all members of the Settlement Class) shall be barred and permanently enjoined from instituting, asserting, or prosecuting against a Settling Defendant or any other Released Party, including, without limitation, the Right-of-Way Providers listed in Exhibit L to the Settlement Agreement, any and all Settlement Claims they have, had, or may have in the future, against a Settling

Defendant or any other Released Party, except any claims for enforcement of a Settlement Agreement.

12. The various forms of the Claim for Landowner Benefits and Releases of Claims (the "Claim Form"), and the Telecommunications Cable System Easement Deed, set forth as Exhibits G(1)-(6), J and J(1), and H respectively, to the Settlement Agreement, are approved. In order to receive Benefits under the Settlement Agreement, all Class Members must comply with the requirements for making and documenting a Claim that are set forth in that Settlement Agreement.

13. All Class Members who are Current Landowners, regardless of whether they file a Claim, are hereby ordered to execute and deliver, after the Effective Date, a Telecommunications Cable System Easement Deed to the Claims Administrator in favor of each Settling Defendant whose Telecommunications Cable System was installed on Covered Property owned by the Class Member.

14. In order to receive Benefits, each Current Landowner who submits a Qualified Claim must execute a Telecommunications Cable System Easement Deed.

15. Upon the Effective Date, the Claims Administrator shall be authorized under Federal Rule of Civil Procedure 70 to execute and deliver to each Settling Defendant a Claims Administrator Telecommunications Cable System Easement Deed, substantially in the form of Exhibits I and I(1) to the Settlement Agreement, on behalf of all Class Members who are Current Landowners and who do not personally execute and deliver a Telecommunications Cable System Easement Deed. Any Class Member who is a Current Landowner and who does not file a Claim may rely upon the Claims Administrator to execute and deliver to each Settling Defendant the Claims Administrator Telecommunications Cable System Easement Deed.

16. The Claims Administrator is hereby appointed as attorney in fact for each Class Member who is a Current Landowner, with power and authority, upon the Effective Date, to execute and deliver a Claims Administrator Telecommunications Cable System Easement Deed, substantially in the form of Exhibits I and I(1) to the Settlement Agreement, to the applicable Settling Defendant and to authorize such Settling Defendant to record such Claims Administrator Telecommunications Cable System Easement Deed as provided in Section IV.C.2 of the Settlement Agreement.

17. Upon the Effective Date, the Settling Defendants or Settlement Class Counsel may, at their respective option and cost file, record and/or index the Easement Deed by Court Order in Settlement of Landowner Action, entered contemporaneously with this Order and Judgment, or notice thereof, and any executed Telecommunications Cable System Easement Deed, on behalf of any Class Member, in the judgment or land records of the county in which the real estate is located as provided in IV.C.2 of the Settlement Agreement. The Court retains jurisdiction, as provided pursuant to Section VIII.A.1.(n) of the Settlement Agreement, to enter supplemental orders and judgments to effectuate the recordation of any and all rights conveyed to the Settling Defendants under the Settlement Agreement.

18. The expenses of administering the Settlement Agreement shall be paid from the Administrative Account in the manner set forth in the Settlement Agreement.

19. Upon the Effective Date, the Released Parties shall be released by all Class Members from any and all claims, damages, costs, expenses, and other liabilities of every kind and nature whatsoever as a result of or in any way in connection with the filing, recordation, or indexing of the Easement Deed by Court Order Deed in Settlement of Landowner Action, or

notice thereof, or any Telecommunications Cable System Easement Deed, except claims to enforce the Settlement Agreement and/or this Order.

20. It is hereby declared, adjudged, and decreed that, upon the Effective Date, the Settlement Agreement provides the exclusive remedy for any and all Settlement Claims of Settlement Class Members (and any successors in interest) against the Settling Defendants and any and all other Released Parties.

21. Upon the Effective Date, all claims against Plaintiffs, or their counsel or any of them, arising out of, relating to, or in connection with the Action shall be released by the Settling Defendants and their counsel, and they shall be permanently enjoined and barred from instituting, asserting, or prosecuting any and all claims that the Settling Defendants or their counsel or any of them had, have, or may in the future have against Plaintiffs or their counsel, except claims to enforce the Settlement Agreement and/or this Order.

22. Upon the Effective Date, all Class Members, whether or not they file a Claim for Landowner Benefits, shall be permanently enjoined and barred from instituting, asserting or prosecuting, either directly or as a class representative, any Settlement Claims.

23. The form of the Notice of Final Approval of Settlement, set forth as Exhibit F to the Settlement Agreement, is approved. Upon this Order and Judgment becoming Final, the Settlement Administrator shall within thirty (30) days thereafter cause the Notice of Final Approval Package to be sent by United States mail, first class postage prepaid, to all Class Members who have been identified, who requested copies, or who otherwise came to the Claims Administrator's attention.

24. Any claims by the Settling Defendants against any Right of Way Providers, insurers or other third parties for contribution, indemnification, or insurance benefits, are not barred, released, or otherwise affected by the Settlement Agreement or this Order and Judgment.

25. The Court hereby reserves its exclusive, general, and continuing jurisdiction over the parties to the Settlement Agreement, including the Settling Defendants and all Class Members, as needed or appropriate in order to administer, supervise, implement, interpret, or enforce the Settlement Agreement in accordance with its terms, including the investment, conservation, protection of settlement funds prior to distribution, and distribution of settlement funds.

26. In the event that any Settling Defendant withdraws from the Settlement Agreement, the portions of this Order and Judgment that are issued to implement that Agreement shall have no further force and effect as to that Settling Defendant, any Class Member who has a claim against that Settling Defendant, and any Person who would have been released or otherwise affected by that Settling Defendant's Designation of Right of Way. Withdrawal from a Settlement Agreement shall not affect the provisions of this Order and Judgment that relate to Settling Defendants who do not withdraw.

27. If this Order and Judgment is not a final judgment as to all claims presented in the Action, the Court hereby determines, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason to delay the appeal of all claims as to which final judgment is entered.

Dated: _____, 2011

The Honorable B. Lynn Winmill
Chief Judge
United States District Court

EXHIBIT F
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT F

[Sample final approval cover letter to State Benefit Class Members]

[Date]

Dear _____:

The Court has approved a class action Settlement involving installation of fiber-optic cable on railroad rights-of-way. Records show you may be eligible to receive a payment from the Settlement.

To receive a payment, please fill out, sign and mail the enclosed Claim Form to the Claims Administrator. If you do not mail your form by **Month 00, 2011**, you will not receive any payment from this Settlement. Please see Section III of the Claim Form for information on the documents you need to provide to support your claim.

If you received multiple Claim Forms, you are listed in county tax records as owning multiple parcels of land covered under this Settlement. You must complete a separate Claim Form and the required documents for each parcel of land. Please consult with any co-owners before submitting a Claim Form.

If your ownership of the property included in this Settlement has changed since <date>, then each owner or group of co-owners (including estates) must submit a separate Claim Form for each period of ownership. Make copies of this form before you start filling it in or download additional forms from the website. Ownership may change, for example, through a transfer between family members, by or to a related corporation, or to a trust, or through the addition or deletion of co-owners. However, if you inherited the property, you can claim the period your ancestor owned it and the period you owned it on a single Claim Form if you provide the additional documentation listed in Section III of the Claim Form.

If we approve your claim, we will send you a Release of Claims to sign. If you are a current landowner we will also send you an Easement Deed to sign. Payment will be sent only after we receive the signed documents. Even if you don't sign the Easement Deed the Court will authorize the Claims Administrator to sign an Easement Deed on your behalf. The Easement grants any rights the Defendants don't already have to use the railroad right of way next to your property for Telecommunications Facilities.

More information about the Settlement is available at _____. If you still have any questions or need more information after visiting the web site, call toll-free 1-800-000-0000.

Sincerely, _____

Claims Administrator

EXHIBIT G(1)
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT G(1) – CLAIM FORM – NON-LAND-GRANT - IDAHO

Owner Address:

<<Owner Name>>
 <<Owner Address 1>>
 <<Owner Address 2>>
 <<City, State Zip>>

Covered Property Information:

<<County, State>>
 <<Assessor Map ID>>
 <<Assessor Parcel ID>>
 <<Assessment Number>>
 <<Scaled Frontage>>

Write Any Name and Address Corrections Below:
Name:
Address:
City:
State and Zip Code:

Please print (or type) clearly in blue or black ink. If you meet the Settlement’s eligibility requirements and wish to make a claim for a payment, you must complete this Claim Form and attach copies of the required supporting documentation as explained below. This Claim Form and any required documentation must be postmarked no later than **Month Day, 201X**.

1. You must (a) provide all the information called for in Section II, (b) sign the Claim Form, and (c) submit with the completed Claim Form the documents described in Section III. Failure to answer all the questions and provide the required documents may result in denial of your claim.
2. You must file a separate Claim Form for each parcel that you own.
3. If you are married, your spouse must also sign the Claim Form, even if they do not have an ownership interest in the property.
4. Only one Claim Form should be submitted for all persons who are or were co-owners of a Covered Property. If you have co-owners, you should submit the Claim Form on behalf of all co-owners. Consult with your co-owners before submitting a Claim Form.
5. All co-owners and their spouses will have to sign a Release (if former owners) or a Release and an Easement (if current owners), or no check for Benefits will be issued. Benefit checks will be issued in the names of all co-owners.
6. Your final payment will be based on the number of feet of property you own next to the railroad right of way as well as the amount of time you owned your property. If you did not own the property for the entire Compensation Period, you are eligible to receive the amount of benefits stated below multiplied by the fraction of time you owned the Covered Property during the Compensation Period.
7. If you inherited the property and you wish to have your relative’s period of ownership included in your award, you must include the documents listed under “Inherited Property” in Section III below.

Please go to www._____.com for more details on documentation that can support your claim. If you still have questions, you can call 1-800-000-0000.

I. Settlement Payment. If you qualify you will receive \$2.28 per foot (if you owned the property for the entire Compensation Period). You must provide all the documents listed in Section III below, including those listed in paragraph 4. If you are unable to provide this additional proof, but your documents show that you are qualified for 1875 Land Grant Benefits, you will be paid those benefits.

II. Class Member and Property Information:

1. Social Security No.: ____ - ____ - ____ **~OR~** Tax ID No.: ____ - ____ - ____

2. Telephone No.: ____ - ____ - ____ 3. Email Address: _____

4. If you are married, you must complete this Claim Form on behalf of you and your spouse, even if your spouse does not have an ownership interest in the property. Your spouse must sign the Claim Form.

~~EXHIBIT G(1) - CLAIM FORM - NON-LAND-GRANT - IDAHO~~

Are you currently married? Yes No

PERIOD OF OWNERSHIP

5. During the period <<settlement period>>, how many months did you own the Covered Property? ____ Months

6. Date you acquired the Covered Property: ____ / ____ (Month, Year)

7. Do you currently own the Covered Property? Yes No

If your answer to this question is "No", please answer question 8. If your answer to this question is "Yes", please skip to question 9.

8. If you currently do not own the Covered Property, the date you transferred your interest in the Covered Property: ____ / ____ (Month, Year)

9. Did you inherit the covered property?

Yes No

If yes, list the date your relative acquired the Covered Property: ____ / ____ (Month, Year)

If you want to claim compensation for the time your relative owned the property, you must provide the documents listed under "Inherited Property" in Section III. Otherwise, you will only be paid for the period of time you owned it.

PERCENTAGE OWNERSHIP

10. Besides you and your current spouse, are/were any other persons or entities owners of the Covered Property? Yes No

If yes, please list their names below:

_____	_____
_____	_____
_____	_____

III. Required Documentation.

1. Proof of Ownership - Please attach a Deed or Certificate of Title showing that you are or were the owner of the Covered Property identified above.

The Deed or Certificate of Title must contain a legal description of the Covered Property and show its ownership. The document must either be certified by the appropriate county official (such as a Register of Deeds or Titles or the County Clerk) **or** must show on the document the recording information, including:

- The date of recording,
- The government office where recorded, and
- The filing location in the land records (such as the conveyance book and page number or entry number).

2. Inherited Property – **If you inherited the property after <<beginning of class period>>, you must provide the following documents** in order to receive a payment for the time your relative owned the property (which will be added to the period you owned the property), please attach the following documents:

- A personal representative’s deed or a beneficiary’s deed that shows that you inherited the Covered Property, and
- A deed or certificate of title that shows your relative’s acquisition of the Covered Property.

IV. Sign and Date Your Claim Form.

You must sign the Claim Form under penalty of perjury. Thus, make sure it is truthful. Claims will be verified. False claims will not be paid and people who submit false claims will be subject to prosecution. You also agree to promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that you submit this form and the time that any payment is made to you. If you inherited the Covered Property you affirm that you also inherited your relative’s claims arising out of the Defendants’ installation, occupation, maintenance and use of Telecommunication Facilities on the Covered Property.

I hereby certify under penalty of perjury that (1) the above and foregoing is true and correct; (2) I believe, in good faith, that I own or owned fee title to the Covered Property listed above; and (3) I will promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that I submit this form and the time that any payment is made to me.

Class Member’s Signature

Spouse’s Signature

Print Name

Print Name

Date: _____

Date: _____

V. Mail Your Claim Form.

Mail this completed Claim Form, and required documentation, postmarked on or before **Month Day, 201X**, to:

Claims Administrator
Fiber-Optic Cable Litigation
PO Box XXXX
City, State Zip

EXHIBIT G(2)
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT G(2) – CLAIM FORM – 1875 FEDERAL LAND GRANT 500 FEET OR MORE
- IDAHO

Owner Address:

<<Owner Name>>
 <<Owner Address 1>>
 <<Owner Address 2>>
 <<City, State Zip>>

Covered Property Information:

<<County, State>>
 <<Assessor Map ID>>
 <<Assessor Parcel ID>>
 <<Assessment Number>>
 <<Scaled Frontage>>

Write Any Name and Address Corrections Below:
Name:
Address:
City:
State and Zip Code:

Please print (or type) clearly in blue or black ink. If you meet the Settlement’s eligibility requirements and wish to make a claim for a payment, you must complete this Claim Form and attach copies of the required supporting documentation as explained below. This Claim Form and any required documentation must be postmarked no later than **Month Day, 201X**.

1. You must (a) provide all the information called for in Section II, (b) sign the Claim Form, and (c) submit with the completed Claim Form the documents described in Section III. Failure to answer all the questions and provide the required documents may result in denial of your claim.
2. You must file a separate Claim Form for each parcel that you own.
3. If you are married, your spouse must also sign the Claim Form, even if they do not have an ownership interest in the property.
4. Only one Claim Form should be submitted for all persons who are or were co-owners of a Covered Property. If you have co-owners, you should submit the Claim Form on behalf of all co-owners. Consult with your co-owners before submitting a Claim Form.
5. All co-owners and their spouses will have to sign a Release (if former owners) or a Release and an Easement (if current owners), or no check for Benefits will be issued. Benefit checks will be issued in the names of all co-owners.
6. Your final payment will be based on the number of feet of property you own next to the railroad right of way as well as the amount of time you owned your property. If you did not own the property for the entire Compensation Period, you are eligible to receive the amount of benefits stated below multiplied by the fraction of time you owned the Covered Property during the Compensation Period.
7. If you inherited the property and you wish to have your relative’s period of ownership included in your award, you must include the documents listed under “Inherited Property” in Section III below.

Please go to www._____.com for more details on documentation that can support your claim. If you still have questions, you can call 1-800-000-0000.

I. Benefit Options. Please check one of the boxes below indicating the option that applies to your property. You must provide additional documentation, which appears in Section III below.

1875 Land Grant Option – If you qualify you will receive \$1.25 per foot (if you owned the property for the entire Compensation Period). You must include the documents listed in paragraphs 1, 2 and 3 of Section III below. If you do not want to provide the additional documents listed in paragraph 4 of Section III, you should choose this option.

State Benefits Option – If you qualify you will receive \$2.28 per foot (if you owned the property for the entire Compensation Period). **Choose this option only if you can show that an earlier owner of your property obtained rights to it before the railroad did.** You must provide all the documents listed in Section III below, including those listed in paragraph 4. If you are unable to provide this additional proof, but your documents show that you are qualified for 1875 Land Grant Benefits, you will be paid those benefits.

II. Class Member and Property Information:

1. Social Security No.: ____ - ____ - ____ ~OR~ Tax ID No.: ____ - ____ - ____

2. Telephone No.: ____ - ____ - ____ 3. Email Address:

4. If you are married, you must complete this Claim Form on behalf of you and your spouse, even if your spouse does not have an ownership interest in the property. Your spouse must sign the Claim Form.

Are you currently married? Yes No

PERIOD OF OWNERSHIP

5. During the period <<settlement period>>, how many months did you own the Covered Property? ____ Months

6. Date you acquired the Covered Property: ____ / ____ (Month, Year)

7. Do you currently own the Covered Property? Yes No

If your answer to this question is "No", please answer question 8. If your answer to this question is "Yes", please skip to question 9.

8. If you currently do not own the Covered Property, the date you transferred your interest in the Covered Property:
____ / ____ (Month, Year)

9. Did you inherit the covered property?

Yes No

If yes, list the date your relative acquired the Covered Property: ____ / ____ (Month, Year)

If you want to claim compensation for the time your relative owned the property, you must provide the documents listed under "Inherited Property" in Section III. Otherwise, you will only be paid for the period of time you owned it.

PERCENTAGE OWNERSHIP

10. Besides you and your current spouse, are/were any other persons or entities owners of the Covered Property? Yes No

If yes, please list their names below:

_____	_____
_____	_____
_____	_____

III. Required Documentation.

1. Proof of Ownership - Please attach a Deed or Certificate of Title showing that you are or were the owner of the Covered Property identified above.

The Deed or Certificate of Title must contain a legal description of the Covered Property and show its ownership. The document must either be certified by the appropriate county official (such as a Register of Deeds or Titles or the County Clerk) **or** must show on the document the recording information, including:

- The date of recording,
- The government office where recorded, and
- The filing location in the land records (such as the conveyance book and page number or entry number).

2. Patent or other document -You will also need to submit copies of one or more patents issued by the United States that show that the United States conveyed the Cable Side of the Segment to you or to an earlier owner without reserving an interest in or excepting the Cable Side of the Segment.

If you obtain documents from the National Archives or from the Bureau of Land Management website (www.glorecords.blm.gov/PatentSearch) they must:

- Show on the document that they were obtained from an office of the Bureau of Land Management,
- Be accompanied by a separate writing from the Bureau of Land Management confirming that it issued the document, or
- Be accompanied by a document titled “Land Patent Details” showing that it was printed from the Bureau of Land Management General Land Office Records Automation Website.

3. Inherited Property – **If you inherited the property after <<beginning of class period>>, you must provide the following documents** in order to receive a payment for the time your relative owned the property (which will be added to the period you owned the property), please attach the following documents:

- A personal representative’s deed or a beneficiary’s deed that shows that you inherited the Covered Property, and
- A deed or certificate of title that shows your relative’s acquisition of the Covered Property.

4. Additional Proof for State Benefits Option – You need to provide documentation showing that the Covered Property was transferred to your predecessor (i.e., your relative or any previous owner) by the United States or taken out of the public domain **before the railroad got its right to use the property for the railroad.** Please go to www._____.com for details on the type of documents that would enable you to do that. If you still have questions, you may call 1-800-000-0000.

The Claims Administrator will review the documents to determine if you qualify for the State Benefit Option. If you do not qualify you may still be eligible for a payment through the 1875 Land Grant Option as long as you provided valid proof of ownership.

IV. Sign and Date Your Claim Form.

You must sign the Claim Form under penalty of perjury. Thus, make sure it is truthful. Claims will be verified. False claims will not be paid and people who submit false claims will be subject to prosecution. You also agree to promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that you submit this form and the time that any payment is made to you. If you inherited the Covered Property you affirm that you also inherited your relative’s claims arising out of the Defendants’ installation, occupation, maintenance and use of Telecommunication Facilities on the Covered Property.

I hereby certify under penalty of perjury that (1) the above and foregoing is true and correct; (2) I believe, in good faith, that I own or owned fee title to the Covered Property listed above; and (3) I will promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that I submit this form and the time that any payment is made to me.

Class Member’s Signature

Spouse’s Signature

Print Name

Print Name

Date: _____

Date: _____

V. Mail Your Claim Form.

Mail this completed Claim Form, and required documentation, postmarked on or before **Month Day, 201X**, to:

Claims Administrator
Fiber-Optic Cable Litigation
PO Box XXXX
City, State Zip

EXHIBIT G(3)
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT G(3) – CLAIM FORM – 1875 FEDERAL LAND GRANT UNDER 500 - IDAHO

Owner Address:

<<Owner Name>>
 <<Owner Address 1>>
 <<Owner Address 2>>
 <<City, State Zip>>

Covered Property Information:

<<County, State>>
 <<Assessor Map ID>>
 <<Assessor Parcel ID>>
 <<Assessment Number>>
 <<Scaled Frontage>>

Write Any Name and Address Corrections Below:
Name:
Address:
City:
State and Zip Code:

Please print (or type) clearly in blue or black ink. If you meet the Settlement’s eligibility requirements and wish to make a claim for a payment, you must complete this Claim Form and attach copies of the required supporting documentation as explained below. This Claim Form and any required documentation must be postmarked no later than **Month Day, 201X**.

1. You must (a) provide all the information called for in Section II, (b) sign the Claim Form, and (c) submit with the completed Claim Form the documents described in Section III. Failure to answer all the questions and provide the required documents may result in denial of your claim.
2. You must file a separate Claim Form for each parcel that you own.
3. If you are married, your spouse must also sign the Claim Form, even if they do not have an ownership interest in the property.
4. Only one Claim Form should be submitted for all persons who are or were co-owners of a Covered Property. If you have co-owners, you should submit the Claim Form on behalf of all co-owners. Consult with your co-owners before submitting a Claim Form.
5. All co-owners and their spouses will have to sign a Release (if former owners) or a Release and an Easement (if current owners), or no check for Benefits will be issued. Benefit checks will be issued in the names of all co-owners.
6. Your final payment will be based on the number of feet of property you own next to the railroad right of way as well as the amount of time you owned your property. If you did not own the property for the entire Compensation Period, you are eligible to receive the amount of benefits stated below multiplied by the fraction of time you owned the Covered Property during the Compensation Period.
7. If you inherited the property and you wish to have your relative’s period of ownership included in your award, you must include the documents listed under “Inherited Property” in Section III below.

Please go to www._____.com for more details on documentation that can support your claim. If you still have questions, you can call 1-800-000-0000.

I. Benefit Options. Please check one of the boxes below indicating the option that applies to your property. You must provide additional documentation, which appears in Section III below.

1875 Land Grant Option – If you qualify you will receive \$1.25 per foot (if you owned the property for the entire Compensation Period). You must include the documents listed in paragraphs 1, 2 and 3 of Section III below. If you do not want to provide the additional documents listed in paragraph 4 of Section III, you should choose this option.

State Benefits Option – If you qualify you will receive \$2.28 per foot (if you owned the property for the entire Compensation Period). **Choose this option only if you can show that an earlier owner of your property obtained rights to it before the railroad did.** You must provide all the documents listed in Section III below, including those listed in paragraph 4. If you are unable to provide this additional proof, but your documents show that you are qualified for 1875 Land Grant Benefits, you will be paid those benefits.

II. Class Member and Property Information:

1. Social Security No.: _____ - _____ - _____ **~OR~** Tax ID No.: _____ - _____

2. Telephone No.: _____ - _____ - _____ 3. Email Address:

4. If you are married, you must complete this Claim Form on behalf of you and your spouse, even if your spouse does not have an ownership interest in the property. Your spouse must sign the Claim Form.

Are you currently married? Yes No

PERIOD OF OWNERSHIP

5. During the period <<settlement period>>, how many months did you own the Covered Property? _____ Months

6. Date you acquired the Covered Property: _____ / _____ (Month, Year)

7. Do you currently own the Covered Property? Yes No

If your answer to this question is "No", please answer question 8. If your answer to this question is "Yes", please skip to question 9.

8. If you currently do not own the Covered Property, the date you transferred your interest in the Covered Property:
_____ / _____ (Month, Year)

9. Did you inherit the covered property?

Yes No

If yes, list the date your relative acquired the Covered Property: _____ / _____ (Month, Year)

If you want to claim compensation for the time your relative owned the property, you must provide the documents listed under "Inherited Property" in Section III. Otherwise, you will only be paid for the period of time you owned it.

PERCENTAGE OWNERSHIP

10. Besides you and your current spouse, are/were any other persons or entities owners of the Covered Property? Yes No

If yes, please list their names below:

_____	_____
_____	_____
_____	_____

III. Required Documentation.

1. Proof of Ownership - Please attach a Deed or Certificate of Title showing that you are or were the owner of the Covered Property identified above.

The Deed or Certificate of Title must contain a legal description of the Covered Property and show its ownership. The document must either be certified by the appropriate county official (such as a Register of Deeds or Titles or the County Clerk) **or** must show on the document the recording information, including:

- The date of recording,
- The government office where recorded, and
- The filing location in the land records (such as the conveyance book and page number or entry number).

2. Inherited Property – If you inherited the property after <<beginning of class period>>, you must provide the following documents in order to receive a payment for the time your relative owned the property (which will be added to the period you owned the property), please attach the following documents:

- A personal representative’s deed or a beneficiary’s deed that shows that you inherited the Covered Property, and
- A deed or certificate of title that shows your relative’s acquisition of the Covered Property.

3. Additional Proof for State Benefits Option – You need to provide documentation showing that the Covered Property was transferred to your predecessor (i.e., your relative or any previous owner) by the United States or taken out of the public domain **before the railroad got its right to use the property for the railroad.** Please go to www._____.com for details on the type of documents that would enable you to do that. If you still have questions, you may call 1-800-000-0000.

The Claims Administrator will review the documents to determine if you qualify for the State Benefit Option. If you do not qualify you may still be eligible for a payment through the 1875 Land Grant Option as long as you provided valid proof of ownership.

IV. Sign and Date Your Claim Form.

You must sign the Claim Form under penalty of perjury. Thus, make sure it is truthful. Claims will be verified. False claims will not be paid and people who submit false claims will be subject to prosecution. You also agree to promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that you submit this form and the time that any payment is made to you. If you inherited the Covered Property you affirm that you also inherited your relative’s claims arising out of the Defendants’ installation, occupation, maintenance and use of Telecommunication Facilities on the Covered Property.

I hereby certify under penalty of perjury that (1) the above and foregoing is true and correct; (2) I believe, in good faith, that I own or owned fee title to the Covered Property listed above; and (3) I will promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that I submit this form and the time that any payment is made to me.

Class Member’s Signature

Spouse’s Signature

Print Name

Print Name

Date: _____

Date: _____

V. Mail Your Claim Form.

Mail this completed Claim Form, and required documentation, postmarked on or before **Month Day, 201X**, to:

Claims Administrator
Fiber-Optic Cable Litigation
PO Box XXXX
City, State Zip

EXHIBIT G(4)
TO IDAHO CLASS SETTLEMENT AGREEMENT

**EXHIBIT G(4) – CLAIM FORM – PRE-1875 FEDERAL LAND GRANT NON-SECTION
1000 FEET OR MORE -IDAHO**

Owner Address:

<<Owner Name>>
 <<Owner Address 1>>
 <<Owner Address 2>>
 <<City, State Zip>>

Covered Property Information:

<<County, State>>
 <<Assessor Map ID>>
 <<Assessor Parcel ID>>
 <<Assessment Number>>
 <<Scaled Frontage>>

Write Any Name and Address Corrections Below:
Name:
Address:
City:
State and Zip Code:

Please print (or type) clearly in blue or black ink. If you meet the Settlement’s eligibility requirements and wish to make a claim for a payment, you must complete this Claim Form and attach copies of the required supporting documentation as explained below. This Claim Form and any required documentation must be postmarked no later than **Month Day, 201X**.

1. You must (a) provide all the information called for in Section II, (b) sign the Claim Form, and (c) submit with the completed Claim Form the documents described in Section III. Failure to answer all the questions and provide the required documents may result in denial of your claim.
2. You must file a separate Claim Form for each parcel that you own.
3. If you are married, your spouse must also sign the Claim Form, even if they do not have an ownership interest in the property.
4. Only one Claim Form should be submitted for all persons who are or were co-owners of a Covered Property. If you have co-owners, you should submit the Claim Form on behalf of all co-owners. Consult with your co-owners before submitting a Claim Form.
5. All co-owners and their spouses will have to sign a Release (if former owners) or a Release and an Easement (if current owners), or no check for Benefits will be issued. Benefit checks will be issued in the names of all co-owners.
6. Your final payment will be based on the number of feet of property you own next to the railroad right of way as well as the amount of time you owned your property. If you did not own the property for the entire Compensation Period, you are eligible to receive the amount of benefits stated below multiplied by the fraction of time you owned the Covered Property during the Compensation Period.
7. If you inherited the property and you wish to have your relative’s period of ownership included in your award, you must include the documents listed under “Inherited Property” in Section III below.

Please go to www._____.com for more details on documentation that can support your claim. If you still have questions, you can call 1-800-000-0000.

I. Benefit Options. Please check one of the boxes below indicating the option that applies to your property. You must provide additional documentation, which appears in Section III below.

Pre-1875 Non-Section Land Grant Option – If you qualify you will receive \$0.26 per foot (if you owned the property for the entire Compensation Period). You must include the documents listed in paragraphs 1, 2 and 3 of Section III below. If you do not want to provide the additional documents listed in paragraph 4 of Section III, you should choose this option.

State Benefits Option – If you qualify you will receive \$2.28 per foot (if you owned the property for the entire Compensation Period). **Choose this option only if you can show that an earlier owner of your property obtained rights to it before the railroad did.** You must provide all the documents listed in Section III below, including those listed in paragraph 4. If you are unable to provide this additional proof, but your documents show that you are qualified for 1875 Land Grant Benefits, you will be paid those benefits.

EXHIBIT G(4) - CLAIM FORM - PRE-1875 FEDERAL LAND GRANT NON-SECTION OVER 1000 -

IDAHO

II. Class Member and Property Information:

1. Social Security No.: _____ - _____ - _____ ~OR~ Tax ID No.: _____ - _____ - _____

2. Telephone No.: _____ - _____ - _____ 3. Email Address: _____

4. If you are married, you must complete this Claim Form on behalf of you and your spouse, even if your spouse does not have an ownership interest in the property. Your spouse must sign the Claim Form.

Are you currently married? Yes No

PERIOD OF OWNERSHIP

5. During the period <<settlement period>>, how many months did you own the Covered Property? _____ Months

6. Date you acquired the Covered Property: _____ / _____ (Month, Year)

7. Do you currently own the Covered Property? Yes No

If your answer to this question is "No", please answer question 8. If your answer to this question is "Yes", please skip to question 9.

8. If you currently do not own the Covered Property, the date you transferred your interest in the Covered Property: _____ / _____ (Month, Year)

9. Did you inherit the covered property?

Yes No

If yes, list the date your relative acquired the Covered Property: _____ / _____ (Month, Year)

If you want to claim compensation for the time your relative owned the property, you must provide the documents listed under "Inherited Property" in Section III. Otherwise, you will only be paid for the period of time you owned it.

PERCENTAGE OWNERSHIP

10. Besides you and your current spouse, are/were any other persons or entities owners of the Covered Property? Yes No

If yes, please list their names below:

III. Required Documentation.

1. Proof of Ownership - Please attach a Deed or Certificate of Title showing that you are or were the owner of the Covered Property identified above.

The Deed or Certificate of Title must contain a legal description of the Covered Property and show its ownership. The document must either be certified by the appropriate county official (such as a Register of Deeds or Titles or the County Clerk) **or** must show on the document the recording information, including:

- The date of recording,
- The government office where recorded, and
- The filing location in the land records (such as the conveyance book and page number or entry number).

2. Patent or other document -You will also need to submit copies of one or more patents issued by the United States that show that the United States conveyed the Cable Side of the Segment to you or to an earlier owner without reserving an interest in or excepting the Cable Side of the Segment.

If you obtain documents from the National Archives or from the Bureau of Land Management website (www.glorecords.blm.gov/PatentSearch) they must:

- Show on the document that they were obtained from an office of the Bureau of Land Management,
- Be accompanied by a separate writing from the Bureau of Land Management confirming that it issued the document, or
- Be accompanied by a document titled "Land Patent Details" showing that it was printed from the Bureau of Land Management General Land Office Records Automation Website.

3. Inherited Property – **If you inherited the property after <<beginning of class period>>, you must provide the following documents** in order to receive a payment for the time your relative owned the property (which will be added to the period you owned the property), please attach the following documents:

- A personal representative’s deed or a beneficiary’s deed that shows that you inherited the Covered Property, and
- A deed or certificate of title that shows your relative’s acquisition of the Covered Property.

4. Additional Proof for State Benefits Option – You need to provide documentation showing that the Covered Property was transferred to your predecessor (i.e., your relative or any previous owner) by the United States or taken out of the public domain **before the railroad got its right to use the property for the railroad.** Please go to www._____.com for details on the type of documents that would enable you to do that. If you still have questions, you may call 1-800-000-0000.

The Claims Administrator will review the documents to determine if you qualify for the State Benefit Option. If you do not qualify you may still be eligible for a payment through the 1875 Land Grant Option as long as you provided valid proof of ownership.

IV. Sign and Date Your Claim Form.

You must sign the Claim Form under penalty of perjury. Thus, make sure it is truthful. Claims will be verified. False claims will not be paid and people who submit false claims will be subject to prosecution. You also agree to promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that you submit this form and the time that any payment is made to you. If you inherited the Covered Property you affirm that you also inherited your relative’s claims arising out of the Defendants’ installation, occupation, maintenance and use of Telecommunication Facilities on the Covered Property.

I hereby certify under penalty of perjury that (1) the above and foregoing is true and correct; (2) I believe, in good faith, that I own or owned fee title to the Covered Property listed above; and (3) I will promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that I submit this form and the time that any payment is made to me.

Class Member’s Signature

Spouse’s Signature

Print Name

Print Name

Date: _____

Date: _____

V. Mail Your Claim Form.

Mail this completed Claim Form, and required documentation, postmarked on or before **Month Day, 201X**, to:

Claims Administrator
Fiber-Optic Cable Litigation
PO Box XXXX
City, State Zip

EXHIBIT G(5)
TO IDAHO CLASS SETTLEMENT AGREEMENT

**EXHIBIT G(5) – CLAIM FORM – PRE-1875 FEDERAL LAND GRANT NON-SECTION
UNDER 1000 -IDAHO**

Owner Address:

<<Owner Name>>
 <<Owner Address 1>>
 <<Owner Address 2>>
 <<City, State Zip>>

Covered Property Information:

<<County, State>>
 <<Assessor Map ID>>
 <<Assessor Parcel ID>>
 <<Assessment Number>>
 <<Scaled Frontage>>

Write Any Name and Address Corrections Below:
Name:
Address:
City:
State and Zip Code:

Please print (or type) clearly in blue or black ink. If you meet the Settlement’s eligibility requirements and wish to make a claim for a payment, you must complete this Claim Form and attach copies of the required supporting documentation as explained below. This Claim Form and any required documentation must be postmarked no later than **Month Day, 201X**.

1. You must (a) provide all the information called for in Section II, (b) sign the Claim Form, and (c) submit with the completed Claim Form the documents described in Section III. Failure to answer all the questions and provide the required documents may result in denial of your claim.
2. You must file a separate Claim Form for each parcel that you own.
3. If you are married, your spouse must also sign the Claim Form, even if they do not have an ownership interest in the property.
4. Only one Claim Form should be submitted for all persons who are or were co-owners of a Covered Property. If you have co-owners, you should submit the Claim Form on behalf of all co-owners. Consult with your co-owners before submitting a Claim Form.
5. All co-owners and their spouses will have to sign a Release (if former owners) or a Release and an Easement (if current owners), or no check for Benefits will be issued. Benefit checks will be issued in the names of all co-owners.
6. Your final payment will be based on the number of feet of property you own next to the railroad right of way as well as the amount of time you owned your property. If you did not own the property for the entire Compensation Period, you are eligible to receive the amount of benefits stated below multiplied by the fraction of time you owned the Covered Property during the Compensation Period.
7. If you inherited the property and you wish to have your relative’s period of ownership included in your award, you must include the documents listed under “Inherited Property” in Section III below.

Please go to www._____.com for more details on documentation that can support your claim. If you still have questions, you can call 1-800-000-0000.

I. Benefit Options. Please check one of the boxes below indicating the option that applies to your property. You must provide additional documentation, which appears in Section III below.

Pre-1875 Non-Section Land Grant Option – If you qualify you will receive \$0.26 per foot (if you owned the property for the entire Compensation Period). You must include the documents listed in paragraphs 1, 2 and 3 of Section III below. If you do not want to provide the additional documents listed in paragraph 4 of Section III, you should choose this option.

State Benefits Option – If you qualify you will receive \$2.28 per foot (if you owned the property for the entire Compensation Period). **Choose this option only if you can show that an earlier owner of your property obtained rights to it before the railroad did.** You must provide all the documents listed in Section III below, including those listed in paragraph 4. If you are unable to provide this additional proof, but your documents show that you are qualified for 1875 Land Grant Benefits, you will be paid those benefits.

II. Class Member and Property Information:

1. Social Security No.: _____ - _____ - _____ ~OR~ Tax ID No.: _____ - _____

2. Telephone No.: _____ - _____ - _____ 3. Email Address:

4. If you are married, you must complete this Claim Form on behalf of you and your spouse, even if your spouse does not have an ownership interest in the property. Your spouse must sign the Claim Form.

Are you currently married? Yes No

PERIOD OF OWNERSHIP

5. During the period <<settlement period>>, how many months did you own the Covered Property? _____ Months

6. Date you acquired the Covered Property: _____ / _____ (Month, Year)

7. Do you currently own the Covered Property? Yes No

If your answer to this question is "No", please answer question 8. If your answer to this question is "Yes", please skip to question 9.

8. If you currently do not own the Covered Property, the date you transferred your interest in the Covered Property:
_____ / _____ (Month, Year)

9. Did you inherit the covered property?

Yes No

If yes, list the date your relative acquired the Covered Property: _____ / _____ (Month, Year)

If you want to claim compensation for the time your relative owned the property, you must provide the documents listed under "Inherited Property" in Section III. Otherwise, you will only be paid for the period of time you owned it.

PERCENTAGE OWNERSHIP

10. Besides you and your current spouse, are/were any other persons or entities owners of the Covered Property? Yes No

If yes, please list their names below:

_____	_____
_____	_____
_____	_____

III. Required Documentation.

1. Proof of Ownership - Please attach a Deed or Certificate of Title showing that you are or were the owner of the Covered Property identified above.

The Deed or Certificate of Title must contain a legal description of the Covered Property and show its ownership. The document must either be certified by the appropriate county official (such as a Register of Deeds or Titles or the County Clerk) **or** must show on the document the recording information, including:

- The date of recording,
- The government office where recorded, and
- The filing location in the land records (such as the conveyance book and page number or entry number).

2. Inherited Property – If you inherited the property after <<beginning of class period>>, you must provide the following documents in order to receive a payment for the time your relative owned the property (which will be added to the period you owned the property), please attach the following documents:

- A personal representative’s deed or a beneficiary’s deed that shows that you inherited the Covered Property, and
- A deed or certificate of title that shows your relative’s acquisition of the Covered Property.

3. Additional Proof for State Benefits Option – You need to provide documentation showing that the Covered Property was transferred to your predecessor (i.e., your relative or any previous owner) by the United States or taken out of the public domain **before the railroad got its right to use the property for the railroad.** Please go to www._____.com for details on the type of documents that would enable you to do that. If you still have questions, you may call 1-800-000-0000.

The Claims Administrator will review the documents to determine if you qualify for the State Benefit Option. If you do not qualify you may still be eligible for a payment through the 1875 Land Grant Option as long as you provided valid proof of ownership.

IV. Sign and Date Your Claim Form.

You must sign the Claim Form under penalty of perjury. Thus, make sure it is truthful. Claims will be verified. False claims will not be paid and people who submit false claims will be subject to prosecution. You also agree to promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that you submit this form and the time that any payment is made to you. If you inherited the Covered Property you affirm that you also inherited your relative’s claims arising out of the Defendants’ installation, occupation, maintenance and use of Telecommunication Facilities on the Covered Property.

I hereby certify under penalty of perjury that (1) the above and foregoing is true and correct; (2) I believe, in good faith, that I own or owned fee title to the Covered Property listed above; and (3) I will promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that I submit this form and the time that any payment is made to me.

Class Member’s Signature

Spouse’s Signature

Print Name

Print Name

Date: _____

Date: _____

V. Mail Your Claim Form.

Mail this completed Claim Form, and required documentation, postmarked on or before **Month Day, 201X**, to:

Claims Administrator
Fiber-Optic Cable Litigation
PO Box XXXX
City, State Zip

EXHIBIT G(6)
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT G(6) – CLAIM FORM – PRE-1875 FEDERAL LAND GRANT SECTION - IDAHO

Owner Address:

<<Owner Name>>
 <<Owner Address 1>>
 <<Owner Address 2>>
 <<City, State Zip>>

Covered Property Information:

<<County, State>>
 <<Assessor Map ID>>
 <<Assessor Parcel ID>>
 <<Assessment Number>>
 <<Scaled Frontage>>

Write Any Name and Address Corrections Below:
Name:
Address:
City:
State and Zip Code:

Please print (or type) clearly in blue or black ink. If you meet the Settlement’s eligibility requirements and wish to make a claim for a payment, you must complete this Claim Form and attach copies of the required supporting documentation as explained below. This Claim Form and any required documentation must be postmarked no later than **Month Day, 201X**.

1. You must (a) provide all the information called for in Section II, (b) sign the Claim Form, and (c) submit with the completed Claim Form the documents described in Section III. Failure to answer all the questions and provide the required documents may result in denial of your claim.
2. You must file a separate Claim Form for each parcel that you own.
3. If you are married, your spouse must also sign the Claim Form, even if they do not have an ownership interest in the property.
4. Only one Claim Form should be submitted for all persons who are or were co-owners of a Covered Property. If you have co-owners, you should submit the Claim Form on behalf of all co-owners. Consult with your co-owners before submitting a Claim Form.
5. All co-owners and their spouses will have to sign a Release (if former owners) or a Release and an Easement (if current owners), or no check for Benefits will be issued. Benefit checks will be issued in the names of all co-owners.
6. Your final payment will be based on the number of feet of property you own next to the railroad right of way as well as the amount of time you owned your property. If you did not own the property for the entire Compensation Period, you are eligible to receive the amount of benefits stated below multiplied by the fraction of time you owned the Covered Property during the Compensation Period.
7. If you inherited the property and you wish to have your relative’s period of ownership included in your award, you must include the documents listed under “Inherited Property” in Section III below.

Please go to www._____.com for more details on documentation that can support your claim. If you still have questions, you can call 1-800-000-0000.

I. Benefit Options. Please check one of the boxes below indicating the option that applies to your property. You must provide additional documentation, which appears in Section III below.

Pre-1875 Section Land Grant Option – If you qualify you will receive \$0.13 per foot (if you owned the property for the entire Compensation Period). You must include the documents listed in paragraphs 1, 2 and 3 of Section III below. If you do not want to provide the additional documents listed in paragraph 4 of Section III, you should choose this option.

State Benefits Option – If you qualify you will receive \$2.28 per foot (if you owned the property for the entire Compensation Period). **Choose this option only if you can show that an earlier owner of your property obtained rights to it before the railroad did.** You must provide all the documents listed in Section III below, including those listed in paragraph 4. If you are unable to provide this additional proof, but your documents show that you are qualified for 1875 Land Grant Benefits, you will be paid those benefits.

II. Class Member and Property Information:

1. Social Security No.: _____ - _____ - _____ **~OR~** Tax ID No.: _____ - _____ - _____

2. Telephone No.: _____ - _____ - _____ 3. Email Address:

4. If you are married, you must complete this Claim Form on behalf of you and your spouse, even if your spouse does not have an ownership interest in the property. Your spouse must sign the Claim Form.

Are you currently married? Yes No

PERIOD OF OWNERSHIP

5. During the period <<settlement period>>, how many months did you own the Covered Property? _____ Months

6. Date you acquired the Covered Property: _____ / _____ (Month, Year)

7. Do you currently own the Covered Property? Yes No

If your answer to this question is "No", please answer question 8. If your answer to this question is "Yes", please skip to question 9.

8. If you currently do not own the Covered Property, the date you transferred your interest in the Covered Property:
_____ / _____ (Month, Year)

9. Did you inherit the covered property?

Yes No

If yes, list the date your relative acquired the Covered Property: _____ / _____ (Month, Year)

If you want to claim compensation for the time your relative owned the property, you must provide the documents listed under "Inherited Property" in Section III. Otherwise, you will only be paid for the period of time you owned it.

PERCENTAGE OWNERSHIP

10. Besides you and your current spouse, are/were any other persons or entities owners of the Covered Property? Yes No

If yes, please list their names below:

_____	_____
_____	_____
_____	_____

III. Required Documentation.

1. Proof of Ownership - Please attach a Deed or Certificate of Title showing that you are or were the owner of the Covered Property identified above.

The Deed or Certificate of Title must contain a legal description of the Covered Property and show its ownership. The document must either be certified by the appropriate county official (such as a Register of Deeds or Titles or the County Clerk) **or** must show on the document the recording information, including:

- The date of recording,
- The government office where recorded, and
- The filing location in the land records (such as the conveyance book and page number or entry number).

2. Inherited Property – If you inherited the property after <<beginning of class period>>, you must provide the following documents in order to receive a payment for the time your relative owned the property (which will be added to the period you owned the property), please attach the following documents:

- A personal representative’s deed or a beneficiary’s deed that shows that you inherited the Covered Property, and
- A deed or certificate of title that shows your relative’s acquisition of the Covered Property.

3. Additional Proof for State Benefits Option – You need to provide documentation showing that the Covered Property was transferred to your predecessor (i.e., your relative or any previous owner) by the United States or taken out of the public domain **before the railroad got its right to use the property for the railroad.** Please go to www._____.com for details on the type of documents that would enable you to do that. If you still have questions, you may call 1-800-000-0000.

The Claims Administrator will review the documents to determine if you qualify for the State Benefit Option. If you do not qualify you may still be eligible for a payment through the 1875 Land Grant Option as long as you provided valid proof of ownership.

IV. Sign and Date Your Claim Form.

You must sign the Claim Form under penalty of perjury. Thus, make sure it is truthful. Claims will be verified. False claims will not be paid and people who submit false claims will be subject to prosecution. You also agree to promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that you submit this form and the time that any payment is made to you. If you inherited the Covered Property you affirm that you also inherited your relative’s claims arising out of the Defendants’ installation, occupation, maintenance and use of Telecommunication Facilities on the Covered Property.

I hereby certify under penalty of perjury that (1) the above and foregoing is true and correct; (2) I believe, in good faith, that I own or owned fee title to the Covered Property listed above; and (3) I will promptly notify the Claims Administrator of the transfer of any interest in the Covered Property between the time that I submit this form and the time that any payment is made to me.

Class Member’s Signature

Spouse’s Signature

Print Name

Print Name

Date: _____

Date: _____

V. Mail Your Claim Form.

Mail this completed Claim Form, and required documentation, postmarked on or before **Month Day, 201X**, to:

Claims Administrator
Fiber-Optic Cable Litigation
PO Box XXXX
City, State Zip

EXHIBIT H
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT H

TELECOMMUNICATIONS CABLE SYSTEM EASEMENT DEED

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned (“Grantor”) hereby conveys unto _____, together with its/their successors and assigns and licensees (“Grantee”), but only to the extent that Grantor owns rights in the Easement Premises (as hereafter defined), a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the “Easement”) and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the “Telecommunications Cable System”), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within the legal description set forth in the deed or certificate of title that is attached hereto as Exhibit 1 and incorporated herein by reference or (ii) has a common boundary with the property described in the deed or certificate of title that is attached as hereto as Exhibit 1 (the “Grantor’s Property”) (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way (“Railroad Right of Way”) and (ii) is on a side of the centerline of the Railroad Right of

Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on [*date of preliminary approval*] (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on [*date of preliminary approval*]. The Easement shall include the right to repair, replace, or expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be

prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after [*date of final approval*], subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, (a) unless it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall

not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on [*date of preliminary approval*], but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of [Sprint Communications Company L.P., Level 3 Communications, LLC, Level 3 Communications, Inc., or Level 3 Telecom Holdings, Inc.]).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over,

under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not

intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered by Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted

by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS.]

WITNESS THE EXECUTION HEREOF THE _____ DAY OF _____, 2011.

GRANTOR:

Print Name

Signature

Spouse's Signature

GRANTOR ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public, duly commissioned in and for the State of _____ and County of _____, aforesaid on this _____ day of _____, 2011, _____ personally appeared _____, to me known to be the person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, for the uses and purposes set forth.

WITNESS MY HAND AND OFFICIAL SEAL.

AFFIANT

PRINT NAME: _____

My Commission Expires: _____

NOTARY PUBLIC

PRINT NAME: _____

EXHIBIT I
TO IDAHO CLASS SETTLEMENT AGREEMENT

nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members;

WHEREAS, pursuant to the Settlement Agreement, the Court appointed Rust Consulting, Inc. of Minneapolis, Minnesota (“Rust”) as attorney in fact for each Class Member who is a Current Landowner and who submits a Claim but fails to deliver a Telecommunications Cable System Easement Deed, and for each Class Member who is a Current Landowner and who does not file a Claim, with power and authority to execute and deliver a Telecommunications Cable System Easement Deed by which the Settling Defendant would acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member, and authorized such Settling Defendant to record such Telecommunications Cable System Easement Deed; and

WHEREAS, the Class Members listed in Exhibit 1 hereto are Current Landowners who either submitted a Claim but failed to deliver a Telecommunications Cable System Easement Deed or did not file a Claim;

NOW THEREFORE, to the extent that the Class Members listed in Exhibit 1 hereto own rights in the Easement Premises (as hereafter defined), each Class Member (the “Grantor”) hereby grants to _____, together with its successors, assigns, and licensees (the “Grantee”), a permanent telecommunications easement in the Easement Premises.

1. The terms and conditions of the permanent telecommunications easement that is the subject of this Deed are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the “Easement”) and right to place, lay, bury, construct, install, operate, repair,

maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the “Telecommunications Cable System”), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within the legal description set forth in the deed or certificate of title that is attached hereto as Exhibit 1 and incorporated herein by reference or (ii) has a common boundary with the property described in the deed or certificate of title that is attached as hereto as Exhibit 1 (the “Grantor’s Property”) (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way (“Railroad Right of Way”) and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor’s Property (the “Grantor Side”), and (iii) extends no more than ten (10) feet on each side of the Grantee’s Telecommunications Cable System (A) as it existed on [*date of preliminary approval*] (B) where the actively used components of the Grantee’s Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component’s Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely

within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on [date of preliminary approval]. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's

private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after [*date of final approval*], subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, (a) unless it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on [*date of preliminary approval*], but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of [Sprint Communications Company L.P., Level 3 Communications, LLC, Level 3 Communications, Inc., or Level 3 Telecom Holdings, Inc.]).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable

System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered by Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

2. Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreements.

Dated: _____

RUST CONSULTING, INC.

By: _____

GRANTOR ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public, duly commissioned in and for the State of _____ and County of _____, aforesaid on this ____ day of _____, 2011, _____ personally appeared _____, to me known to be the person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, for the uses and purposes set forth.

WITNESS MY HAND AND OFFICIAL SEAL.

AFFIANT
PRINT NAME: _____

NOTARY PUBLIC
PRINT NAME: _____

My Commission Expires: _____

EXHIBIT J
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT J

RELEASE OF CLAIMS – CURRENT LANDOWNER

This Release of Claims (“Release”) is given by the undersigned (whether one or more, the “Claimant”) pursuant to the Idaho Class Settlement Agreement, as of January 18, 2011 (the “Settlement Agreement”) in settlement of any and all Settlement Claims (defined below).

DEFINITIONS

“**Center Line**” means the center line of the Right of Way in any Segment or Corridor.

“**Designate**” means for a Settling Defendant to list a Right of Way for inclusion under the Settlement Agreement by describing it in Exhibit A to the Settlement Agreement.

“**Released Parties**” means (1) the Settling Defendants; (2) any Right-of-Way Providers; (3) any Person to which a Settling Defendant has heretofore sold, granted, leased, or otherwise transferred all or any part of (or any right to use) any portion of a Telecommunications Cable System; (4) any Person to which a Settling Defendant hereafter sells, grants, leases, or otherwise transfers all or any part of (or any right to use) any portion of a Telecommunications Cable System; (5) any Person that has heretofore sold, granted, leased, or transferred to a Settling Defendant all or any part of (or any right to use) any portion of a Telecommunications Cable System; and (6) the predecessors, successors, and past and present predecessors in interest, predecessors in title, successors in interest, successors in title, members, partners, lessees, assigns, parents, subsidiaries, and affiliates, officers, directors, agents, attorneys, insurers, and employees of any Released Party included in clauses (1) through (6) of this paragraph.

“**Right of Way**” means all real property in any Settlement Corridor that is or was used as a railroad right of way, in which any portion of a Telecommunications Cable System is located and which a Settling Defendant has Designated for inclusion in this Agreement. The term “Right of Way” is used in this definition in a generic sense and is not an attempt to define the actual legal ownership interest in real property of the Right-of-Way Provider, whether as an easement, in fee, or otherwise.

“**Right-of-Way Provider**” means, as to any Segment of any Settlement Corridor, any railroad, and its predecessors, successors, predecessors in interest, predecessors in title, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, and assigns, past or present, from which a Settling Defendant acquired, purported to acquire, or through which it claims rights to install, occupy, maintain, or use a Telecommunications Cable System in that Segment, including without limitation, the railroads and other entities set forth in Exhibit L to the Settlement Agreement, a copy of which is attached hereto and made a part hereof.

“**Segment**” means a portion of a Settlement Corridor described by metes and bounds as follows: beginning at a specified point on the Center Line, thence right along a line perpendicular to the Center Line to the lateral boundary of the Corridor, thence right along the lateral boundary of the Corridor to a second point, thence right along a line perpendicular to the Center Line to the opposite lateral boundary of the Corridor, thence right along the lateral

boundary of the Corridor to the intersection of that lateral boundary with a line perpendicular to the Center Line and passing through the point of origin; thence along that line to the point of origin. Segment boundary lines that are perpendicular to the Center Line shall be chosen so that (1) the per-linear-foot amount of Benefits calculated under this Agreement shall be identical for each linear foot of Right of Way included in any Segment and (2) a boundary line shall pass through (a) any point at which a component of a Telecommunications Cable System intersects (i) the Center Line or (ii) a lateral boundary of the Right of Way and (b) any point at which the boundary line of a Class Member's Covered Property intersects or meets the lateral boundary of the Right of Way, *provided*, that if a Segment includes two Cable Sides, the amount of Benefits calculated under this Agreement shall be identical for each linear foot of Right of Way included in such Segment on the same Cable Side, but may be different for opposite Cable Sides in the same Segment.

“Settlement Claims” means all claims arising out of or relating to any Settling Defendant's ownership, installation, occupation, maintenance, or use of a Telecommunications Cable System or any component of a Telecommunications Cable System, that has been installed on or in an Idaho Non-Land-Grant Settlement Corridor, Idaho 1875 Land-Grant Settlement Corridor, or Idaho Pre-1875 Land-Grant Settlement Corridor, or any other claims addressed in or arising out of the subject matter of this Agreement or the Class Complaint or that could have been alleged in the Class Complaint, including without limitation claims for trespass, unlawful entry, slander of title, quiet title, breach of covenant, unjust enrichment, criminal mischief, criminal trespass, inverse condemnation, conversion, conspiracy, injunctive relief, declaratory judgment, compensatory, consequential and punitive damages, and any and all such claims, including assigned claims, offsets, and counterclaims, whether known or unknown, whether or not concealed or hidden, asserted or unasserted, regardless of the legal theory, that are or may be asserted now or in the future by any or all Class Members, or their successors, heirs, or assigns, against a Settling Defendant and/or any Released Party, *provided*, however, that Settlement Claims do not include (1) claims against any Released Party arising out of the ownership, occupation, maintenance, or use of any telecommunications cable system, or any component of a telecommunications cable system, other than a Telecommunications Cable System, (2) claims for bodily injury or physical harm or damage to property located or situated outside the lateral boundaries of the Right of Way, or (3) claims by Settling Defendants against any Right-of-Way Provider, insurer, or other third party for contribution, indemnification, or insurance benefits, which claims Settling Defendants specifically reserve; or (4) claims arising out of alleged violations of this Agreement.

“Settlement Corridor” or **“Corridor”** means any Right of Way that one or more Settling Defendants has Designated in Exhibit A hereto and includes Idaho Non-Land-Grant Settlement Corridor, Idaho 1875 Land-Grant Settlement Corridor, and Idaho Pre-1875 Land-Grant Settlement Corridor.

“Settling Defendants” means Sprint Communications Company L.P., Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc., LLC and their respective predecessors, successors, assigns, parents, affiliates, and subsidiaries.

“Telecommunications Cable System” means a telecommunications cable system (including underground and surface cables, conduits, wires, fibers, pipes, ducts, waveguides,

surface testing terminals, manholes, markers, regeneration huts, hand holes, splice vaults, poles, optical or electronic equipment, signs, and related facilities necessary and appropriate for installation, use, repair, or maintenance of such components), and any components thereof that are (1) located within a Right of Way and (2) have been, are now, or are hereafter constructed, installed, owned, or operated by any Settling Defendant, by any parent, subsidiary, or affiliated entity of any Settling Defendant, or by any person or entity to whom a Settling Defendant has heretofore sold, granted, leased, or otherwise transferred, or hereafter sells, grants, leases or otherwise transfers, the right to operate any portion of a telecommunications cable system.

RELEASE

Claimant has made a claim for a payment under the Settlement Agreement. In exchange for the right to make a claim and any payment made to Claimant, Claimant desires to release the Released Parties from any and all Settlement Claims. NOW THEREFORE:

1. Claimant, for himself, herself, themselves, or itself, and all successors, heirs, and assigns, completely releases and forever discharges the Released Parties from any and all Settlement Claims.

2. Claimant acknowledges that Claimant may hereafter discover claims or facts in addition to or different from those that Claimant knew or believed to exist with respect to the subject matter of this Release and which, if known or suspected at the time of executing this Release, may have materially affected the settlement. Nevertheless, Claimant hereby waives any right, claim, or cause of action that might arise as a result of such different or additional claims or facts and any protections for such claims provided by the statutory or non statutory law of any jurisdiction.

3. The consideration stated above is the sole consideration for this Release and it is expressly understood and agreed that Claimant accepts such consideration in full settlement of all Settlement Claims.

4. Claimant agrees that the payment of any sum by the Settling Defendants shall not be considered an admission of any liability of wrongdoing and that no past or present wrongdoing on the part of the Released Parties shall be implied by the settlement or payment of claims.

5. The Settlement Agreement, this Release of Claims, and the Telecommunications Cable System Easement Deed that must be signed by Claimant constitute the entire agreement between the Claimant and the Settling Defendants with regard to the Settlement Claims.

6. Notwithstanding anything contained here to the contrary, this Release shall not be effective with respect to a Settling Defendant who shall fail to provide the Claims Administrator with funds sufficient to pay all claims for benefits that the Claims Administrator has accepted in accordance with the Settlement Agreement, and owed by such Settling Defendant, unless Claimant shall actually receive the payment owed Claimant from funds provided by such Settling Defendant.

7. This Release may be enforced by any Released Party.

CLAIMANT

Signature

Print Name

Spouse's signature (if applicable)

Print Name

**CALIFORNIA CLAIMANTS PLEASE NOTE:
IF YOU ARE A RESIDENT OF THE STATE OF CALIFORNIA, YOU ALSO MUST
EXECUTE THE WAIVER BELOW TO QUALIFY FOR PAYMENT.**

Waiver of California Civil Code Section 1542. Section 1542 provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. Claimant acknowledges that Claimant may hereafter discover claims or facts in addition to or different from those that Claimant knew or believed to exist with respect to the subject matter of this Release and which, if known or suspected at the time of executing this Release, may have materially affected the settlement. Nevertheless, Claimant hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts and the protections of Section 1542.

CLAIMANT

Signature

Print Name

Spouse's signature (if applicable)

Print Name

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public, duly commissioned in and for the State of _____ and County of _____, aforesaid on this ____ day of _____, 2011_, personally appeared _____, to me known to be the person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, for the uses and purposes set forth.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____

PRINT NAME: _____

My Commission Expires: _____

EXHIBIT J(1)
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT J(1)

RELEASE OF CLAIMS – PRIOR LANDOWNER

This Release of Claims (“Release”) is given by the undersigned (whether one or more, the “Claimant”) pursuant to the Idaho Class Settlement Agreement, as of January 18, 2011 (the “Settlement Agreement”) in settlement of any and all Settlement Claims (defined below).

DEFINITIONS

“**Center Line**” means the center line of the Right of Way in any Segment or Corridor.

“**Designate**” means for a Settling Defendant to list a Right of Way for inclusion under the Settlement Agreement by describing it in Exhibit A to the Settlement Agreement.

“**Released Parties**” means (1) the Settling Defendants; (2) any Right-of-Way Providers; (3) any Person to which a Settling Defendant has heretofore sold, granted, leased, or otherwise transferred all or any part of (or any right to use) any portion of a Telecommunications Cable System; (4) any Person to which a Settling Defendant hereafter sells, grants, leases, or otherwise transfers all or any part of (or any right to use) any portion of a Telecommunications Cable System; (5) any Person that has heretofore sold, granted, leased, or transferred to a Settling Defendant all or any part of (or any right to use) any portion of a Telecommunications Cable System; and (6) the predecessors, successors, and past and present predecessors in interest, predecessors in title, successors in interest, successors in title, members, partners, lessees, assigns, parents, subsidiaries, and affiliates, officers, directors, agents, attorneys, insurers, and employees of any Released Party included in clauses (1) through (6) of this paragraph.

“**Right of Way**” means all real property in any Settlement Corridor that is or was used as a railroad right of way, in which any portion of a Telecommunications Cable System is located and which a Settling Defendant has Designated for inclusion in this Agreement. The term “Right of Way” is used in this definition in a generic sense and is not an attempt to define the actual legal ownership interest in real property of the Right-of-Way Provider, whether as an easement, in fee, or otherwise.

“**Right-of-Way Provider**” means, as to any Segment of any Settlement Corridor, any railroad, and its predecessors, successors, predecessors in interest, predecessors in title, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, and assigns, past or present, from which a Settling Defendant acquired, purported to acquire, or through which it claims rights to install, occupy, maintain, or use a Telecommunications Cable System in that Segment, including without limitation, the railroads and other entities set forth in Exhibit L to the Settlement Agreement, a copy of which is attached hereto and made a part hereof.

“**Segment**” means a portion of a Settlement Corridor described by metes and bounds as follows: beginning at a specified point on the Center Line, thence right along a line perpendicular to the Center Line to the lateral boundary of the Corridor, thence right along the lateral boundary of the Corridor to a second point, thence right along a line perpendicular to the Center Line to the opposite lateral boundary of the Corridor, thence right along the lateral

boundary of the Corridor to the intersection of that lateral boundary with a line perpendicular to the Center Line and passing through the point of origin; thence along that line to the point of origin. Segment boundary lines that are perpendicular to the Center Line shall be chosen so that (1) the per-linear-foot amount of Benefits calculated under this Agreement shall be identical for each linear foot of Right of Way included in any Segment and (2) a boundary line shall pass through (a) any point at which a component of a Telecommunications Cable System intersects (i) the Center Line or (ii) a lateral boundary of the Right of Way and (b) any point at which the boundary line of a Class Member's Covered Property intersects or meets the lateral boundary of the Right of Way, *provided*, that if a Segment includes two Cable Sides, the amount of Benefits calculated under this Agreement shall be identical for each linear foot of Right of Way included in such Segment on the same Cable Side, but may be different for opposite Cable Sides in the same Segment.

"Settlement Claims" means all claims arising out of or relating to any Settling Defendant's ownership, installation, occupation, maintenance, or use of a Telecommunications Cable System or any component of a Telecommunications Cable System, that has been installed on or in an Idaho Non-Land-Grant Settlement Corridor, Idaho 1875 Land-Grant Settlement Corridor, or Idaho Pre-1875 Land-Grant Settlement Corridor, or any other claims addressed in or arising out of the subject matter of this Agreement or the Class Complaint or that could have been alleged in the Class Complaint, including without limitation claims for trespass, unlawful entry, slander of title, quiet title, breach of covenant, unjust enrichment, criminal mischief, criminal trespass, inverse condemnation, conversion, conspiracy, injunctive relief, declaratory judgment, compensatory, consequential and punitive damages, and any and all such claims, including assigned claims, offsets, and counterclaims, whether known or unknown, whether or not concealed or hidden, asserted or unasserted, regardless of the legal theory, that are or may be asserted now or in the future by any or all Class Members, or their successors, heirs, or assigns, against a Settling Defendant and/or any Released Party, *provided*, however, that Settlement Claims do not include (1) claims against any Released Party arising out of the ownership, occupation, maintenance, or use of any telecommunications cable system, or any component of a telecommunications cable system, other than a Telecommunications Cable System, (2) claims for bodily injury or physical harm or damage to property located or situated outside the lateral boundaries of the Right of Way, or (3) claims by Settling Defendants against any Right-of-Way Provider, insurer, or other third party for contribution, indemnification, or insurance benefits, which claims Settling Defendants specifically reserve; or (4) claims arising out of alleged violations of this Agreement.

"Settlement Corridor" or **"Corridor"** means any Right of Way that one or more Settling Defendants has Designated in Exhibit A hereto and includes Idaho Non-Land-Grant Settlement Corridor, Idaho 1875 Land-Grant Settlement Corridor, and Idaho Pre-1875 Land-Grant Settlement Corridor.

"Settling Defendants" means Sprint Communications Company L.P., Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc., and their respective predecessors, successors, assigns, parents, affiliates, and subsidiaries.

"Telecommunications Cable System" means a telecommunications cable system (including underground and surface cables, conduits, wires, fibers, pipes, ducts, waveguides,

surface testing terminals, manholes, markers, regeneration huts, hand holes, splice vaults, poles, optical or electronic equipment, signs, and related facilities necessary and appropriate for installation, use, repair, or maintenance of such components), and any components thereof that are (1) located within a Right of Way and (2) have been, are now, or are hereafter constructed, installed, owned, or operated by any Settling Defendant, by any parent, subsidiary, or affiliated entity of any Settling Defendant, or by any person or entity to whom a Settling Defendant has heretofore sold, granted, leased, or otherwise transferred, or hereafter sells, grants, leases or otherwise transfers, the right to operate any portion of a telecommunications cable system.

RELEASE

Claimant has made a claim for a payment under the Settlement Agreement. In exchange for the right to make a claim and any payment made to Claimant, Claimant desires to release the Released Parties from any and all Settlement Claims. NOW THEREFORE:

1. Claimant, for himself, herself, themselves, or itself, and all successors, heirs, and assigns, completely releases and forever discharges the Released Parties from any and all Settlement Claims.

2. Claimant acknowledges that Claimant may hereafter discover claims or facts in addition to or different from those that Claimant knew or believed to exist with respect to the subject matter of this Release and which, if known or suspected at the time of executing this Release, may have materially affected the settlement. Nevertheless, Claimant hereby waives any right, claim, or cause of action that might arise as a result of such different or additional claims or facts and any protections for such claims provided by the statutory or non statutory law of any jurisdiction.

3. The consideration stated above is the sole consideration for this Release and it is expressly understood and agreed that Claimant accepts such consideration in full settlement of all Settlement Claims.

4. Claimant agrees that the payment of any sum by the Settling Defendants shall not be considered an admission of any liability of wrongdoing and that no past or present wrongdoing on the part of the Released Parties shall be implied by the settlement or payment of claims.

5. The Settlement Agreement and this Release of Claims constitute the entire agreement between the Claimant and the Settling Defendants with regard to the Settlement Claims.

6. Notwithstanding anything contained here to the contrary, this Release shall not be effective with respect to a Settling Defendant who shall fail to provide the Claims Administrator with funds sufficient to pay all claims for benefits that the Claims Administrator has accepted in accordance with the Settlement Agreement, and owed by such Settling Defendant, unless Claimant shall actually receive the payment owed Claimant from funds provided by such Settling Defendant.

7. This Release may be enforced by any Released Party.

CLAIMANT

Signature

Print Name

Spouse's signature (if applicable)

Print Name

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public, duly commissioned in and for the State of _____ and County of _____, aforesaid on this ____ day of _____, 2011, _____ personally appeared _____, to me known to be the person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, for the uses and purposes set forth.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____

PRINT NAME: _____

My Commission Expires: _____

EXHIBIT K
TO IDAHO CLASS SETTLEMENT AGREEMENT

nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members;

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (the “Grantor”) hereby grants to whichever of Sprint Communications Company L.P. Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc. has Designated for inclusion under a Settlement Agreement the Right of Way which adjoins, underlies or includes Covered Property owned by the Class Member, together with it or their successors, assigns, and licensees (the “Grantee”), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and affected parcels is attached as Exhibit 1.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the “Easement”) and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video

or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the “Telecommunications Cable System”), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within the legal description set forth in the deed or certificate of title that is attached hereto as Exhibit 1 and incorporated herein by reference or (ii) has a common boundary with the property described in the deed or certificate of title that is attached as hereto as Exhibit 1 (the “Grantor’s Property”) (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way (“Railroad Right of Way”) and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor’s Property (the “Grantor Side”), and (iii) extends no more than ten (10) feet on each side of the Grantee’s Telecommunications Cable System (A) as it existed on [*date of preliminary approval*] (B) where the actively used components of the Grantee’s Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component’s Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge

of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on [*date of preliminary approval*]. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the

enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after [*date of final approval*], subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, (a) unless it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in

the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on [*date of preliminary approval*], but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P., LLC, Level 3 Communications, LLC, Level 3 Communications, Inc., or Level 3 Telecom Holdings, Inc..

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication

companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to

be installed to connect the existing Telecommunications Cable System to the edge of the Right of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

3. Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreements.

Dated: _____

The Honorable B. Lynn Winmill
Chief Judge
United States District Court

EXHIBIT L
TO IDAHO CLASS SETTLEMENT AGREEMENT

EXHIBIT L

Released Right-of-Way Providers

Union Pacific Corporation, Union Pacific Railroad Company, Southern Pacific Rail Corporation (together "Union Pacific"); BNSF Railway Company, Burlington Northern and Santa Fe Railway Company, The Atchison, Topeka and Santa Fe Railway Company, Burlington Northern Railroad Company (together "BNSF"); and and any of the predecessors-in-interest, predecessors-in-title, successors-in-interest, successors-in-title, members, partners, affiliates, lessees, subsidiaries, parents, assigns, related entities, agencies or officials of and any railroads or terminal railroads wholly owned or partially owned by each of the Right-of-Way Providers named above.